DOCUMENT RESUME

ED 201 258 HE 013 735

AUTHOR Chandler, Margaret K.; Julius, Daniel J.
TITLE Faculty vs. Administration: Rights Issues in Academic Collective Bargaining.
INSTITUTION City Univ. of New York, N.Y. Bernard Baruch Coll. National Center for the Study of Collective Bargaining in Higher Education and the Professions.
SPONS AGENCY Ford Foundation, New York, N.Y.
PUB DATE 79
NOTE 125p.
AVAILABLE FROM NCSCBHE, Bernard Baruch College, City University of New York, 17 Lexington Ave., New York, NY 10010 ($6.00).

EDRS PRICE MF01 Plus Postage. PC Not Available from EDRS.
DESCRIPTORS *Collective Bargaining; *College Faculty; *Contracts; Decision Making; *Faculty College Relationship; Faculty Promotion; Futures (of Society); Higher Education; Interprofessional Relationship; Long Range Planning; Models; National Surveys; *Power Structure; Retrenchment; Statistical Analysis; Tenure

ABSTRACT

The sharing of authority after collective bargaining is initiated in higher education institutions is addressed. Seven issues at the center of power struggle within organized institutions are looked at: long-range planning, retrenchment, promotion, appointment, nonrenewal, tenure, and management rights. An analysis of two-thirds of the bargaining contracts negotiated in American colleges and universities as of July 1979 was undertaken, for a total of 205 contracts. Some interviews were done to check and support the information derived from the contracts. Only modest inroads were found into administrative and personnel decisions and assertion of management rights by faculty. Faculty had difficulty moving beyond the traditional concerns of their craft through bargaining. Size and region of the institution were found to be associated with strong assertion of rights. Differing reputations of bargaining agents seem to mask considerable variation in actual performance. Relationships in the two-year sector seemed more polarized than in the four-year colleges. Special sections are devoted to the more complex issues of states with extensive higher education bargaining and of managerial attitudes and strategies toward sharing authority. Faculty collective bargaining is likened to the craft union model of bargaining, and the implications of this model for the future of faculty bargaining are outlined. Appended are notes on the variables and statistical analyses, a list of institutions, a list of bargaining agents, and a bibliography. (MSE)

****
* Reproductions supplied by EDRS are the best that can be made *
* from the original document. *
****

ED201258

FACULTY vs. ADMINISTRATION:

RIGHTS ISSUES IN ACADEMIC COLLECTIVE BARGAINING

"PERMISSION TO REPRODUCE THIS MATERIAL IN MICROFICHE ONLY HAS BEEN GRANTED BY

NCSCBHE

TO THE EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC)."

by

U S DEPARTMENT OF HEALTH, EDUCATION & WELFARE NATIONAL INSTITUTE OF EDUCATION

THIS DOCUMENT HAS BEEN REPRODUCED EXACTLY AS RECEIVED FROM THE PERSON OR ORGANIZATION ORIGINATING IT. POINTS OF VIEW OR OPINIONS STATED DO NOT NECESSARILY REPRESENT OFFICIAL NATIONAL INSTITUTE OF EDUCATION POSITION OR POLICY

Margaret K. Chandler

and

Daniel J. Julius

THE NATIONAL CENTER FOR THE STUDY OF COLLECTIVE BARGAINING IN HIGHER EDUCATION

BARUCH COLLEGE - CUNY

HE013735

© 1979 by The National Center for the Study of Collective Bargaining in Higher Education, Baruch College, City University of New York, New York City

Price $6.00

Permission to quote from or to reproduce materials in this publication is granted when due acknowledgment is made.

The National Center for the Study of Collective Bargaining in Higher Education is an impartial, nonprofit educational institution serving as a clearinghouse and forum for those engaged in collective bargaining (and the related processes of grievance administration and arbitration) in colleges and universities. Operating on the campus of Baruch College, City University of New York, it addresses its research to scholars and practitioners in the field. Membership consists of institutions and individuals from all regions of the U.S. and Canada. Activities are financed primarily by membership, conference and workshop fees, foundation grants, and income from various services and publications made available to members and the public. Inquiries for membership should be addressed to National Center for the Study of Collective Bargaining in Higher Education, Baruch College, CUNY, 17 Lexington Avenue, Box 322, New York, New York 10010.

The views set forth in this publication are those of the authors and do not necessarily reflect the views of the National Center for the Study of Collective Bargaining in Higher Education.

National Advisory Committee

G. BLEDSOE
Assoc. General Secy & Dir.
Collective Bargaining, AAUP
NEIL S. BUCKLEW
Provost, Ohio University
MARGARET CHANDLER
Professor, Business
Graduate School of Business
Columbia University
RUSSEL EDGERTON
Executive Director
American Association for
Higher Education
D. FRANCIS FINN
Executive Vice President
National Association of College and
University Business Officers
RICHARD HAZLEY
President
APSCUF
ROBERT D. HELSBY
Director of Public Employment
Relations Services (PERS)
R. FRANK MENSEL
Executive Director
College and University Personnel
Association
RICHARD M. MILLARD
Director
Postsecondary Department
Education Commission of the
States
ROBERT MINER
Director of Higher Education
National Education Association
BERNARD MINTZ
Executive Assistant to the President
William Paterson College of
New Jersey
HAROLD R. NEWMAN
Chairman
New York State Public Employment
Relations Board
DAVID NEWTON
Vice Chancellor
Long Island University
JOEL SEGALL
President
Baruch College, CUNY
ALBERT SHANKER
President, AFT, AFL-CIO
RICHARD E. WILSON
Vice President for Programs
American Assn. of Community and
Junior Colleges
CLYDE J. WINGFIELD
Provost and Executive
Vice President
University of Miami
JOEL M. DOUGLAS
Director, NCSCBHE
Baruch College

TABLE OF CONTENTS

Forward		v
Preface		vii
Chapter I	Introduction.	1
Chapter II	An Historical Perspective on the Rights Question.	9
Chapter III	Sharing Authority: Managerial Attitudes and Strategies.	16
Chapter IV	The Data: Management Rights and the Extent of Association Influence	32
Chapter V	Summary and Conclusions	78
Appendix A	The Variables	93
Appendix B	Contract Scaling Codes.	95
Appendix C	The Institutions.	101
Appendix D	The Agents.	107
Bibliography.		108

FORWARD

The emergence of the union on college campuses has raised serious concerns over the issue of governance and the erosion of management rights. Questions have been raised as to whether collective bargaining on the campus can co-exist with the more traditional governance models that have normally been associated with academe. While a great deal of discussion has been generated over the impact of collective bargaining on governance, limited research exists in the area.

Professor Chandler and Dr. Julius have broken new ground with Faculty vs. Administration: Rights Issues in Academic Collective Bargaining as to the nature and consequence of sharing authority after collective bargaining is initiated. Their study concentrates on seven areas which are often at the center of "power struggles in organized schools." These issues which include long-range planning, retrenchment, promotion, appointment, non-renewal, tenure and management rights have all been analyzed based on a series of collective bargaining agreements, selected variables, and correlated scaling methods.

Of all the issues studied, the one focusing on the erosion and/or penetration of managerial rights is perhaps the most significant. Issues such as, the development of predictors for penetration, comparison of various bargaining agents and their concerns in the management rights area, as well as various labor and management strategies with respect to the sharing of authority are discussed.

The Chandler-Julius scaling methods present for the first time, a statistical analysis of faculty agent penetration of management functions in both the two and four-year organized colleges. Those concerned with dual governance will find the data presented in this study to be of value.

The National Center for the Study of Collective Bargaining in Higher Education is proud to publish Faculty vs. Administration: Rights Issues in Academic Collective Bargaining, as the first in its newly developed monograph series. We plan to conduct further research in this area as the number of organized campuses continue to grow and to correlate this data with alternative governance structures. We sincerely believe that the research conducted by Chandler and Julius will make a significant contribution to the field of collective bargaining in higher education.

JOEL M. DOUGLAS
Director
National Center for the Study
of Collective Bargaining in
Higher Education
Baruch College - CUNY

September 1979

PREFACE

This research began in 1972 when a Ford Foundation grant was awarded for the purpose. Several papers by Margaret K. Chandler and a Columbia University doctoral thesis by Daniel J. Julius have been published. The project is continuing with a new analysis of higher education agreements.

The authors are grateful to the National Center for the Study of Collective Bargaining in Higher Education for the use of its files of the most complete collection of faculty contracts in existence, and to Maurice Benewitz who was the original stimulus for this project. We are also indebted to Thomas M. Mannix, Director of Personnel, California State Colleges and University System, Joseph N. Hankin, President of Westchester Community College and Joel M. Douglas, Director of the National Center for their assistance and encouragement. Finally, the authors would like to thank Mrs. Evan G. Mitchell, Assistant to the Director of the National Center, and the Word Processing Center of Baruch College for their dedicated efforts on our behalf.

Margaret K. Chandler

Daniel J. Julius

CHAPTER I

INTRODUCTION

This monograph deals with the sharing of authority after collective bargaining is initiated in institutions of higher education. We will be focusing on the issues for which administration-faculty association decision sharing has proved difficult, the issues over which rights questions have been raised. Our research examines seven crucial areas which are at the center of power struggles in organized schools; long range planning, retrenchment, promotion, appointment, nonrenewal, tenure and the issue of management rights.

We conducted a comprehensive analysis of higher education collective bargaining contracts. Sixty-three contracts of four-year institutions and one-hundred and forty-two agreements of two-year colleges were examined. The scaling method we developed to assess these contracts is described in Appendix B. Our sample accounts for two-thirds of all the contracts negotiated in American colleges and universities as of July, 1979.[1] We also interviewed the parties to a selected number of collective bargaining relationships in order to check and supplement the conclusions derived from the contract analysis.

Although a voluminous body of literature is devoted to the consequences of academic unionism, few studies include an in-depth examination of negotiated bargaining agreements. Instead, many studies of faculty collective bargaining are based on attitudinal surveys, which while interesting in themselves often do not serve to predict behavior. If attitudes are often a poor predictor of behavior, one also must recognize that contract language may not mirror actual events and behavior. The parties may ignore or misinterpret a given clause. However, it still stands as part of the agreement. The parties bargained over it. They debated its wording, placed it in the contract with the understanding that both of them would abide by it. If a

dispute arises, the wording becomes critical in the determinations of arbitrators and judges.

Our first goal was to assess the extent to which faculty associations have penetrated certain management functions or rights through collective bargaining. Conversely, to what extent have administrators been spelling out their rights in the agreement?

A second aim was to determine the impact of academic unions on traditional "faculty rights". As professionals, the faculty also has a managerial role, e.g., setting standards for performance and evaluating performance. As union members what are they doing with their traditional professional rights? Are they placing them in the contract or trading them off for other items?

Finally, we sought to develop predictors of the extent of faculty association penetration into management areas. We tested a number of demographic and institutional variables: size, region, affiliation, institutional type and bargaining agent, to determine if these factors were associated with stronger or weaker faculty voice.

The phenomenon we are studying is of growing importance. Before 1966 there were almost no collective bargaining contracts in higher education. This is no longer true. At least one of every four professors and professional staff members, approximately 120,000 persons, have joined unions. Two-thirds of them work in four year institutions, of which 30 per cent are organized. For the two year sector the figure is nearly 50 per cent.

The Management Rights Controversy

Despite the pervasive belief that collective bargaining in higher education is a unique phenomenon, the response of college and university administrators and the milieux in which rights issues have surfaced is similar to that found in the industrial sector. "We gave away the shop during the first round of negotiations" remarked a vice-president of a private university in the

Washington D.C. area. Faculty union members are "out for themselves" and "interested only in their own self-aggrandizement" noted an administrator from a public university in the midwest.

Edward P. Kelley, Jr. and Frank Gerry, Director and Associate Director of ACBIS (Academic Collective Bargaining Information Service) tell readers of the Handbook of Faculty Bargaining that the goal of academic unionism is "to give away as little as possible and keep as much as possible". They also comment, "In essence, the matter of management rights in higher education relates directly to the heart of the educational mission through reservation of institutional direction and control of resources."[2] They exhort administrators to incorporate strong management rights language into the contract, including a protective preamble and a zipper clause, in order to provide useful guideposts to arbitrators, courts and labor boards and to prevent expansion of the agreement.

Whenever administrators in colleges and universities examine their decision-making task load, the management rights issue emerges. Almost all maintain that in the interest of effective and efficient management some decisions must not be shared with the faculty or its bargaining representative. If sharing takes place, administrators feel the process will change for the worse because inappropriate pressures, considerations and criteria will be introduced. Evidence suggests that academic management believes that contractual commitments with faculty unions will serve to freeze the administration's capacity to adapt to changing fiscal environments or to influence key decisions on tenure, promotion, appointment and nonrenewal.

Collective Bargaining And The Issue Of Faculty Rights

Another strongly held but untested belief concerns the extent to which contracts are incorporating traditional faculty rights. Some have asked if faculty associations will not cast

merit precepts into the wind in favor of the union movement's job security provisions based on seniority principles. Other questions relate to the degree to which faculty unions will attempt to maintain stringent scholarly controls over the tenure, promotion, appointment and nonrenewal processes. This concern was reflected in our interview responses. "Many of the values associated with professionalism are antithetical to those associated with union membership," remarked an administrator from a private university in the middle Atlantic states. "Collective bargaining changes the ground rules for personnel decision-making. The faculty can't have it both ways" noted an administrator of the California State Colleges and University system. One of the final conclusions of an often quoted book on academic unions states: "most disturbingly, unionism challenges one of the most cherished principles of the academic profession--merit judgments based on peer evaluation."[3]

For their part, faculty union leaders assert that it is they, not trustees or administrators, who seek to uphold academic standards. They argue that faculty unions want performance criteria established in the contract in addition to provisions for consistent application of procedures for interpreting evidence relative to these criteria.[4] "Faculty members want the individuals being evaluated to have an understanding of the evaluation process. Professorial unions seek to make faculty participation a formal part of the governance process," stated a chief negotiator of a major faculty association.

This research will shed light on the validity of the assumptions and beliefs which underlie the management rights controversy in academia.

In many ways, collective bargaining in higher education appears to parallel the experience with craft unions in the industrial sector (electricians, plumbers, tool and die makers). Craft groups, like college professors, have always possessed a set of property rights e.g., duties, particular skills,

ethics, and work rules. When craft unions engage in conflict with management, both groups claim areas of mutual decision-making authority. Bargaining between these two constituencies cannot appropriately be characterized as an assault upon property rights held exclusively by one of the parties, usually the employer. Instead, employee and employer have been forced to probe the problem of defining the boundary lines between each group's "invaded" territory and remaining rights preserves.5 As a matter of fact, craft unions often feel that they should be the decision-makers in the bargaining relationship. They do not expect to be challenged by management because they have "already negotiated the result within their own group." We will use our contract data analysis to test the appropriateness of the craft model when applied to faculty bargaining.

Predictors Of The Extent Of Association Influence

One source of widespread disagreement concerns the influence of demographic and institutional variables on the nature of the bargaining relationship. For instance, it is commonly believed that faculties in prestigious schools are not likely to be involved with unions. Ladd and Lipset note that collective bargaining is a phenomenon of the two-year sector. They say that the major centers of research and scholarship will never usher in bargaining agents, and they feel that where scholarly prestige, financial resources and economic benefits are low, faculty members are more favorable toward unionization.6 Yet the majority of unionized faculties work in public four-year colleges. Moreover, organized private four-year schools outnumber private two-year schools by a ratio of 4:1.7 In states with enabling public sector legislation, faculties in the larger more prestigious public universities, in addition to virtually all of the two-year public colleges, are engaged in collective bargaining. This is particularly true in states such as New York, Pennsylvania, New Jersey, Massachusetts, Michigan and, recently, California.8

The propensity of public institutions to be involved with collective bargaining naturally leads one to inquire about the impact of other demographic and institutional variables on union influence in academe. One can speculate that factors such as institutional size, measured by faculty size and enrollment, and geographic region, may be reliable predictors of the extent of association influence in the bargaining relationship. In addition, the identity of the bargaining agent has often been regarded as a crucial determinant of bargaining gains.[9] Union leaders stress that great differences exist between the three national faculty associations. The AFT, for example, has been pictured as a militant organization, a core group in the national labor movement. The AAUP is viewed by many as a professional association promoting a collegial rather than an adversarial motif in relations with the administration. The largest of the three, the NEA, is often equated with secondary education and is viewed as an organization with great resources and hence with great political clout.

Do the different agents actually obtain different bargaining results? If so, how do these results differ? Before this research, there was no comparative analysis of a significant number of higher education contracts that could yield conclusions concerning the relationship of any of these potential predictive factors to the extent of association influence.

1 The authors wish to acknowledge the assistance of the National Center for the Study of Collective Bargaining in Higher Education in granting the use of its contract files.

2 Edward P. Kelley, Jr. and Frank C. Gerry, "Negotiating Management Rights and Special Contract Clauses," in George W. Angell and Edward P. Kelley et. al., Handbook of Faculty Bargaining (San Francisco: Jossey-Bass Publishers, 1977), p.311.

3 Frank R. Kemerer and J.V Baldridge, Unions on Campus (San Francisco, Ca.: Jossey-Bass Publishers, 1975), p.12.

4 John Ryor, "Who Killed Collegiality, Change Magazine, 10, (June-July 1978), p.11-12; Morton S. Baratz, "Shared Authority on Campus," Educational Record (Summer 1978), pp.169-170; Albert Shanker, "Unionism Aids Higher Education," New York Teacher 19, (May 1978), p.5.

5 Margaret K. Chandler, "Craft Bargaining", in John T. Dunlop and Neil W. Chamberlain (eds.), Frontiers of Collective Bargaining (New York, Harper and Row Publishers, 1967), p.54.

6 Everett C. Ladd, Jr. and Seymour M. Lipset, Professors and Unions in Higher Education, (Berkeley, Calif.: The Carnegie Commission on Higher Education, 1973).

7 See Directory of Bargaining Agents. (New York: National Center for the Study of Collective Bargaining in Higher Education, Baruch College, 1979).

[8] A detailed analysis of the relationship between collective bargaining and institutional prestige can be found in Margaret K. Chandler, Daniel J. Julius and Thomas M. Mannix, Is Institutional Prestige the Key Variable in Faculty Collective Bargaining? Special Report No. 31, Washington, D.C.: Academic Collective Bargaining Information Service, 1977.

CHAPTER II

A HISTORICAL PERSPECTIVE ON THE RIGHTS QUESTION

Historically both faculties and administrators in four-year colleges have claimed a number of similar obligations, duties and functions. Decision-making jurisdictions have never been clearly defined. (The two-year college has had a different history in which the administration dominated and rights issues were always more clear-cut.)

The ambiguity in decision-making jurisdictions is illustrated by the earliest treatises on academic governance.

In one of the first books on university administration, written at the turn of the century, Charles W. Eliot, an early president of Harvard, stated that faculty rights include the obligation to discern, recommend and carry out the educational policies of the institution. He wrote:

> "As good a definition as exists of the functions of a faculty is to be found in the statutes of Harvard University, Section VI, in which it is stated that each of the schools of the University is "under the immediate charge of the faculty."[1]

In his discussion of the university president, however, Eliot advises the reader of the universality of the president's supervision. Once again, Eliot cites a Harvard statute:

> ...that it is the duty of the president to direct the official correspondence of the university, and wants of the whole institution, and to exercise a general superintendence over all its concerns.[2]

Even as Harvard University statutes on governance rights were vague, so were those of

other universities. Throughout the past century, the definition of administrative and faculty rights was seldom clarified. In fact, although presidents regularly argued that adherence to proper doctrinal orthodoxies or cultural lifestyles determined one's fitness for office, they also acknowledged that the management of the college rests with the faculty. "All that makes up the daily routine of the college," wrote Charles F. Thwing, an early president of Case Western Reserve, "represents the faculty's constant and immediate responsiblility."[3] A close reading of much of the early literature on university administration reveals that both faculty and administration were held responsible for the management of the college.

Conflict over the decision-making authority of faculty and administration shook the higher education community during the early years of the twentieth century. A number of forces can be identified which compelled both faculty and administration to confront rights questions for the first time. These forces were interconnected. Each stimulated a variety of actions and reactions.

The first stimulus for rights confrontation was a result of the transformation of American society during the late nineteenth century. At this time, a number of events external to the academy caused vast internal modifications in colleges and universities. In brief, these developments were: the accumulation and consolidation of wealth, which opened higher education to large numbers of students, the concomitant replacement of clergymen with industrialists on the governing boards of academic institutions, and the promotion of federal educational legislation.

A second major development, and one that stimulated faculty members and administrators to probe the limits of their authority, was a newly emerging sense of professionalism in institutions of higher education. The ideal of the German University, the heightened stature of intellect, and the triumph of research and utilitarian

orientations over those of liberal culture fostered an occupational consciousness in professor and president alike. Journals such as Harper's, Science, Popular Science Monthly, Nation, Atlantic Monthly, Literary Digest and the Forum regularly carried articles by professors on the topics of academic freedom, the threat of administrative dominance in higher education and the democratization of university governance.

The third catalyst was the impact of "functional management on colleges and universities." Linked to the ideology of Frederick Taylor, the founder of Scientific Management, the promulgation of new efficiency concepts evoked sharp reactions from the professoriate. Higher education administrators, like their secondary school counterparts, became enamored of the ideas championed by efficiency experts. The utilization of these concepts, particularly by governing boards, coincided with their inclination to treat institutions of higher education as business corporations.[4]

Finally, reactions to outstanding academic freedom cases forced the professoriate to acknowledge that their rights, both in an intellectual and institutional sense, were exceedingly fragile. Trials such as those involving Edward A. Ross of Stanford, Richard T. Ely of Wisconsin and Edward N. Bemis of Chicago raised issues about the status of university faculty members in American society. These trials galvanized faculty debates on the need for professional associations to serve as safeguards against anti-intellectual onslaughts. Above all, these events helped crystallize negative professorial views of university administrators.[5]

In the period following the chaotic years of the early twentieth century, American higher education underwent a subtle transformation. Institutional rather than intellectual factors determined educational development. During this era concern for structure gained such strength in American universities that it threatened to eclipse

intellectual ideals. Columbia, Chicago and Harvard became elaborately layered organizations. Philosopher William James believed that these scrupulously organized "machines" risked "overwhelming the lives of men whose interest is more in learning than administration."[6]

It was clear, to the college presidents of that age and to the historians of the present, that colleges and universities had embarked upon an organizational life of their own. The literature of the 1890's and 1900's reveals a growing sense that structural variables--institutional size, affiliation (public, private), and geographic region--assumed a larger significance. Presidents Daniel C. Gilman, of Johns Hopkins, Eliot and Thwing identified three types of American colleges: church-related, state-supported and an amalgam of the first two that depended on private individuals and the community for support.[7] Similarly, both Eliot and Thwing attributed particular characteristics to groups of institutions in the northeast as opposed to those in the west. Professor J. McKeen Cattell of Columbia University, in the first major study of university control noted similarities and differences in opinion in schools of varying size, region, affiliation and mission.[8]

There were many challenges to the emerging university system. In April, 1906, Professor Joseph Jastrow, of the University of Wisconsin, published an article, "The Administrative Peril in Education." "The system," wrote the author, "provokes unrest, uncertainty, distrust; it removes harmony, corporate pride, professional independence."[9] Cattell, in his review of the question of university control in Science, reported on answers received from three hundred letters sent to leading men of science. The results of this questionnaire revealed that 85% of those holding the most prestigious scientific chairs in American universities believed a change in the methods of university administration was warranted. A majority referred to the faculty's lack of decision-making power in institutional affairs and

called a self-perpetuating governing board an anomaly in a democratic society.

The rise of the modern university spawned the academic specialist with authority centered in knowledge. Professor and president came to be physically removed from one another. This process also was accompanied by a consolidation of administrative authority. Colleges became complex structures, characterized by a variety of subsidiary divisions, in which authority gravitated to deans and division leaders. Department chairmen, although professors, walked a thin line between the administration and the professoriate. As the organization changed from a unitary to a composite structure, the university became a loosely joined federation of professional schools and graduate departments. Institutional goals became more numerous and more broadly defined.

The splitting of the culture of learning into separate branches of knowledge enabled professors to construct new self images. Faculty members could now claim exemption from administrative and trustee interference on the grounds of being disciplinary experts. An important implication of this new view was the recognition that those who were purchasing the services of the professor could no longer prescribe the manner in which services were to be delivered. The notions that scholars would not follow pre-established patterns in research and teaching and that faculty members were accountable only to peer judgments, became entrenched in the early twentieth century. As science came to be valued as the most useful mode of knowledge, the specialized expert acquired an arsenal of technical language and theory which enabled him to dominate other less quantitative desciplines as well as to override some administrative dictates.

Rights controversies were exacerbated by the professors' growing demand for autonomy, while administrators called for increased powers to coordinate academic affairs. Even though the bureaucracy permitted faculty members to wield

greater control over internal personnel and academic policies, administrators never voluntarily relinquished the reigns of power. However, professors in the most prestigious public and private schools did attain craft-like authority over promotion, appointment, nonrenewal and tenure policies. Individuals working in newer institutions of lesser prestige and autonomy looked to those who taught in the finest institutions as role models.

The major factions within the college and university never reached agreement on these rights issues. Faculty members and administrators continued to claim jurisdiction over similar prerogatives. This exploration of the past should make it clear that the prerogatives issue of the 1960's and 1970's is not a new development. The use of the faculty association as a vehicle for achieving faculty goals is different, but the underlying conflict has a long history.

1 Charles W. Eliot, University Administration (Boston: Houghton Mifflin Company, 1908), p.194.

2 Ibid., p.236. See also; Charles F. Thwing, College Administration (New York: The Century Company, 1900), pp.30-33; and Edwin E. Slosson, Great American Universities (New York: The MacMillan Company, 1910).

3 Thwing, loc. cit., p.21-22.

4 Raymond E. Callahan, Education and the Cult of Efficiency (Chicago: The University of Chicago Press, 1962), pp.65-94; Morris L. Cooke, Academic and Industrial Efficiency (New York: Carnegie Foundation for the Advancement of Teaching, 1910).

5 Walter P. Metzger, Academic Freedom in the Age of the University (New York: Columbia University Press, 1955), pp.151-162.

6 Laurence R. Veysey, The Emergence of the American University (Chicago: The University of Chicago Press, 1965), pp.257-258.

7 Thwing, pp.1-46: Eliot, University Administration, pp.103-130; Daniel C. Gilman, "The Launching of an American University," Scribner's Magazine, 31, (March 1902), pp.327-331.

8 J. McKeen Cattell, University Control, (New York: The Science Press, (1913,) pp.3-26, 315-348.

9 Joseph Jastrow, "The Administrative Peril in Education", in J. McKeen Cattell, University Control (New York: The Science Press, 1913) p.317.

CHAPTER III

SHARING AUTHORITY: MANAGERIAL ATTITUDES AND STRATEGIES

In this chapter we will focus on management attitudes and strategies concerning the sharing of authority through collective bargaining. Our conclusions are derived from an interview survey which covered thirty-eight two year and four year campuses. We spoke with those involved in both the administration and association sides of rights issues.

We explored two key problems. The first concerned the extent to which administrators were willing to share authority with the association. We attempted to determine if there was any consensus on which decision areas should not be shared and which could be shared, possibly even with some enthusiasm. It is interesting to contrast the views expressed with the results of the analysis of the contractual data presented in Chapter IV.

The second problem is more complex than the first. It concerns the impact of collective bargaining on management strategies, decision-making and style. Interviews with perceptive informants provided us with some very interesting insights into the changes that have taken place.

The Management Rights Issue: What Must Not Be Shared

In one large multi-unit college system these views were expressed about the status of management rights after collective bargaining was instituted:

> The Administration: "Educational collective bargaining represents a unique effort to wrest control from management. The industrial union member doesn't want to run the plant, but the faculty union demands control over mergers, closings, and even the structure of a new campus."

The Faculty Association: "Management should have the exclusive right to order the supplies and maintain the building, that is all."

This administration saw itself as beleaguered, and the faculty association agreed that it should be. How typical is this picture? Has there been a faculty association takeover of management rights? To what extent has collective bargaining altered authority relationships in colleges and universities?

Every administrator included in our study discussed with us the decisions he/she felt should not be shared with the faculty's bargaining agent. Each one proved to have some reservations about sharing. Management resistance centered about administrative and personnel decisions.

Administration

Planning and budgeting often were mentioned in conjunction with resource allocation as decisions that must be left to the administration. A top university official remarked:

> "We must preserve the right to determine resource allocation and hence a whole structure of decision-making that does not put the faculty on both sides of the bargaining table, determining what it will get and what it will make available to give."

With regard to faculty association voice in retrenchment decisions, an administrator at a western college noted:

> "We have to be able to guide the retrenchment process. Naturally, we do not want to cut programs, but often we have no choice. We are seriously concerned about the welfare of all of our faculty members, and therefore we cannot allow this thing to become politicized.

> If we were to let our association go beyond the point where they are now--we notify them and that's it--we could never make rational decisions. If the Greek Department has only one or two students, that has to be the deciding element and not the fact that the association president is also a Greek professor."

Personnel

As some aspects of the personnel area are accepted as legitimate labor union concerns, some readers probably will be surprised at the very half-hearted acceptance of association voice in this area.

One midwestern university administrator commented:

> "Hiring, dismissal, renewal and tenure are administrative responsibilities. Association participation is deceptive. Inevitably we are bootstrapped into getting them what they want. Participation is parlayed into a demand for re-employment and the setting aside of my decision to not recommend. Like any union, the association feels that it must keep the worker's job for him or lose out politically. Next week the AFT could be on the doorstep."

The feeling that this process cannot be controlled--that a little association participation quickly becomes a lot--seemed to be behind the rather universal view that basic employment decisions should not be shared with the faculty association. A top administrator in a college with less than 1,000 students expressed the feeling that control of the personnel field was essential in small institutions:

> "Not enough stress is placed on the problems of the small college. We are more fragile. There are fewer variables

to play with when a crisis arises. The administration must be able to make the final decision on initial appointments, tenure and termination. The faculty can make recommendations, but faculty determination of these matters is intolerable. We must be able to adapt quickly, to develop new programs for students."

A line administrator serving under this official agreed that management should have sole control of final personnel decisions. However, he felt that in reality management had retained only the right to make initial appointments:

> "The association is happy to have the administration play a large role in initial appointments. They don't want to approve in advance. They say, 'That's your prerogative'. But once they're here, they want to take over. Then they tell us, 'Don't you dare touch them'."

What Should Be Shared

Not surprisingly, the areas delineated by the administration as essential unilateral decision territory were also those that association officers felt should be opened to greater sharing.

Most administrators wished to share with the association only the bread and butter aspects of collective bargaining. A university president remarked:

> "The faculty union should be a body representing the employment interests of the faculty. What is a fair increase? What are the best fringes to serve their needs? It can assure that there are procedures to protect faculty members rights against capricious actions. These are helpful inputs. Collective bargaining has introduced an overdue corrective at the university, but it is not desirable to

bargain everything."

We also asked administrators if there were any functions they would like to turn over to the association completely. Only one item was mentioned with any frequency. They wanted contractual language holding the association responsible for enforcing performance standards. For example, they noted that it was difficult for them to criticize and change teaching methods because most faculty members would react negatively. However, they felt that the association, in its role as champion of the faculty, could be effective in this regard. Although administrators appeared very willing to yield this right to the association, they indicated that this matter seemed to have an almost zero priority with the faculty's bargaining representative.

Areas of Increasing Agreement

The extent to which management rights issues were still alive is well reflected in the responses of the parties concerning areas of increasing agreement. We had assumed that there would be quite a variety of responses, with the militant associations and strong rights administrations reporting, "no progress," and more harmonious groups listing a fair number of areas of mutual agreement.

However, as far as increasing agreement is concerned, the sole and universal response was, "Money." Moreover, it often was seen as a trade-off, a means of keeping the association out of management questions. The President of the association at a large university commented:

> "The administration keeps saying, 'you really only want money,' and they try to restrict us to that. The deans think they can run a sloppy administration and get away with it by pitching up for good raises."

In a large multi-unit system, the head of the association negotiating team reported:

> "The administration has learned not to be hard on money. It is a buy-off and increasingly used as such. Money affects everybody. Here rapport has increased. It is hard to muster broad support for an issue such as voluntary transfers."

Administrators confirmed this picture, although they put less stress on the trade-off aspect. The president of a small Midwestern college noted:

> "At first money was a hot topic. They made wild salary demands. We resisted, but we found they were willing to forget about everything else if the money would come. Now they have their increments and their salary grid, and money is no longer the prevalent concern."

The chief negotiator for a multi-unit system reported:

> "Strange as it seems the money issue is becoming the easiest of all. We have all but lost our ability to reward merit, and we wish we could do something about that. On the other hand, we are freed of a great deal of difficult decision-making. The question of relative merit is always a headache."

Of course, the favorable judgments about developments in the economic field may simply reflect the existence of truly strong disagreements in other areas. Money involves no debate over principle, while rights issues always do.

How Rights Issues Arise

Severe struggles over management rights are not found on all organized campuses by any means. Moreover, truly substantial struggles over rights

rarely stemmed from debates about specific issues such as tenure. In the background of major rights battles one usually finds a relationship that either began with or developed structural problems. We have identified three major structural problems that tend to promote these confrontations:

1. Upward mobility on the part of the institution, such as the jump from teachers' college to state university. This upward mobility leads to reorganization which is often done quickly and on a large scale. Moves of this type create large numbers of insecure groups and individuals who after years of possibly passive existence suddenly feel the need to challenge actions and changes that are perceived as extremely threatening. At the same time the response of the administration is colored primarily by its concern about successfully fulfilling its new mission. As the parties move increasingly further apart, communication takes place largely via statements of rights and principles, with each party attempting to claim his maximum rights. We observed a number of such cases in our field work.

2. Situations in which true bargaining never really commences, blocked by a combination of inexperience and high ego involvement in the institution. (On one campus each building bore the name of a particular member of the Board of Trustees.) The administration may be inexperienced, and the faculty, although quite militant, knows little about bargaining. Under these circumstances, rigid rights positions are readily adopted and stiffened by the involvement of the community and local politicians. Often both parties seek out the press and proceed to deal with one another through headlines which do not exaggerate the emotional character of the interchange. Feelings are so strong that the parties do not even debate the rights issues that divide them.

As one association president sadly reported:

> "We've gone backwards. There is no say for the faculty any more. The policy is

> to intimidate those who want to speak up. We've had no faculty meeting this year. Committees meet when the opposition can't attend."

His counterpart in the administration commented:

> "If teachers want to run things, they should get jobs in the administration. With all this messing around, I can't administer properly, and they can't tend to their teaching."

During the course of this research we observed a number of relationships that began in this highly emotional, personalized manner, and all of them seemed to become increasingly negative. As the parties quickly moved to a polarized state, every issue was a matter of principle. The administration and the Board became rights hard-liners, and the faculty activists became increasingly militant in their embattled groups. They lost interest in becoming effective negotiators because no negotiation was taking place. Instead, some concentrated on the courts as a means for communicating with management.

3. Situations in which collective bargaining leads to a rapid shift in the balance of power. This type of relationship often arose when the association made exceptional rights gains after years of strong administration control. The administration's attempts to reassert itself then stimulated a major rights struggle.

In one case the initial round of bargaining produced a contract that contained strong provisions for faculty rights in administrative and personnel matters. As one public college official noted:

> "We were novices. We thought we had to agree to their demands. The faculty union cleaned us out."

However, the agreement came under fire because it was completely out of line with others in the

area. Under pressure, the administration began to stiffen up. It tried to recoup its lost power, and after a few negotiating rounds, it was partly successful. In response, the association resorted to strikes and arbitration cases by the carload. Of the equilibrium that then developed, an association officer remarked:

> "The Board and the Chancellor have the Pullman Company policies of the 1800's, and the teachers have developed a type of 1930's C.I.O. unionism."

Another observer remarked that, "Control has become the major issue."

After the administration took a firm stand, rights issues continually surfaced, and in this new situation both parties carefully judged every move in terms of its impact on their respective rights and ability to control.

It should be stressed that the above cases represent the extreme rather than the typical academic "rights case." However, these cases are the ones that receive publicity and therefore affect opinions about rights questions in faculty-administration bargaining.

Impact on Management Strategies, Decision-making and Style

How have the faculty association's pressures for rights affected management strategies, decision-making and style? Academic administration is an active job, with a multitude of pressures. An assessment of an administrator's rights is in reality an assessment of his freedom to act. What has happened to this freedom to act as a result of sharing decisions with the faculty association?

Management Strategies

We found that administrators were going outside of the collective bargaining arena in order to solve rights issues. Some administrations were moving in the direction of restructuring the organization.

In a public junior college, large numbers of departments were being grouped into divisions that hopefully would be less militant because they would represent a cross-section of interests and could be headed by an administrator without the close faculty ties possessed by department heads.

In some cases new personnel systems were introduced to strengthen control. One college in the central states developed the concept, seven year tenure, a limited guarantee of employment security which featured periodic performance reviews. Others opted for new planning, budgeting systems which were to have the final say in determining the allocation of resources.

We detected three major strategies for coping with the challenges of shared authority:

1. We first might be called, "Run Past Them." This is the most aggressive strategy, for as in the above examples, it involves the development of competing management systems and basic structural changes. It also entails the risk of stimulating association interest in basic administrative decisions.

a. The introduction of new planning, budgeting systems that employ such concepts as the student enrollment driven model.

b. The creation of separate corporations for the funding of new programs.

c. Development of the Senate as a competing faculty body that will deal with management matters and thus serve to curb the influence of the faculty association.

d. Restructuring the organization of faculties, generally by grouping departments into large heterogeneous divisions, headed by a full-time administrator.

e. Changing the structure of the employment relationship.

(1) Moving from the traditional tenure system to more flexible systems such as rolling contracts.

(2) Expanding with built-in flexibility via the hiring of part-time, temporary faculty members.

2. A second strategy might be termed, "Recoup." It is based on the conviction that excessive concessions were made in previous negotiations. As one junior college administsrator noted:

> "We are not going to start bargaining on the basis of the present contract. We would just keep giving things away. We plan to get back things we gave away, and for every future concession we are going to demand something in return."

There are two major components of this strategy:

a. Testing the current contract, challenging via arbitration and legal suits.

b. Quid pro quo and productivity bargaining. For example, association voice in tenure decisions will be exchanged for a quota on the number of tenured individuals in each department.

3. The third strategy is entitled, "Holding Operation." The administration has little or no conviction that anything can be regained from the association. Instead there is a firm resolve that there will be no further yielding of management territory. In return for holding the line, the administration is prepared to make concessions in the traditional economic area.

As we will see in later chapters, faculty negotiators have not been eager consumers of the administrator's trade-off strategies.

Management Decision-Making

How has the academic collective bargaining process affected management decision-making? Administrators reported both positive and negative effects as well as some changes that were neither.

When administrators were engaged in severe rights battles with their associations, the entire decision process was changed drastically. One eastern college president reported:

> "Everything I do has to be checked with four attorneys. I feel like a traffic cop."

Another chief officer in the same school noted:

> "For us the result of collective bargaining has been a complete halt to everything. There is no more management. The association has taken over, but even they aren't doing anything."

Aside from such extreme cases, there have been a number of fairly common developments affecting management decision-making.

Very obviously, faculty bargaining has introduced a set of formal rights that have to be considered. A Dean of Faculties noted:

> "Well, I hesitate to make a decision in the personnel field. It is much harder. Before I could come up with some explanation to justify my action. Now I have to be more reflective in my decisions. It results in a lack of forcefulness and a time lag."

Another top administrator at a large university remarked:

> "Collective bargaining has changed this job so much. It enters everything we do. Now I make my decisions more with an eye to the future, the arbitrator or judge who

may hear the case. Tenure may be given to a professor in a declining field for which student demand is almost zero just to avoid the loss of an arbitration."

Observations such as, "The harm to the individual is given greater weight in all decisions involving career opportunities," "The institution no longer gets the benefit of the doubt," and "If you don't reappoint, a grievance is inevitable," reflect a general feeling that collective bargaining has introduced new constraints on decision-making.

In addition, there was evidence that collective bargaining has changed the way in which decisions are made. Sad experiences have led to better coordination. The faculty association serves as a monitor, and mistakes that once went unnoticed now become the basis for a grievance. In one instance of this type, notices of nonrenewal were sent to three English professors, all citing low student enrollment as the reason. At the same time another office on the same campus announced a new program that would require the hiring of at least six English teachers.

Academic institutions unquestionably are moving toward better management in terms of planning, organizing and controlling. The economic crunch has played an important part in this development, but collective bargaining also has served to stimulate some improvements. The institution that blundered into a grievance in the English teacher case later developed a system for coordinated manpower planning.

On the positive side, administrators reported that collective bargaining introduced greater explicitness into the decision process. One dean commented:

> "We've moved a long way toward greater explicitness. Judgments must not be fuzzy, and many of us were guilty of that very thing. There we are indebted to collective bargaining."

Some administrators even saw collective bargaining as a source of innovative ideas:

> "The association was opposed to merit pay, and we favored it. For a while neither side would yield, but then we jointly came up with the idea of giving the most deserving faculty members awards to be spent "improving their teaching." Of course that might mean a ski trip."

If collective bargaining occupies a substantial part of a manager's time and attention, new priorities have in effect been set for the institution. The size of the institution seemed to be a crucial variable in this respect. Small college presidents often found themselves becoming glorified labor lawyers. Collective bargaining literally dominated their lives. Some said that as much as 80% of their time was devoted to a never-ending involvement in grievances, strategy meetings, off-the-record meetings with members of various factions, sessions with legal counsel and of course formal bargaining.

At least some presidents of large universities experienced the reverse effect. One noted:

> "So much decision-making is done once and for all. The contract settles a matter like compensation for from one to three years. Before it was a continuous process. Of course our new personnel and industrial relations specialists have to use enormous quantities of energy. There is new work and new people are doing it. It is easier for the top manager to manage since collective bargaining. Now I actually have time to talk to people."

Management Style

After the entry of collective bargaining there was an inevitable effect on management style, a term which connotes the organization's system for managing human resources with the goal of inducing effective performance. Many administrators were

attempting to develop a style that would be effective under shared decision-making. As an administrator who was heavily involved in negotiations put it:

> I need a management style that will permit me to have credibility with the association and yet permit me to keep up standards and stay within my budget. I can't be a chronic hard-liner and at the same time I can't be a human relations-type good listener. There must be something in between. If I only knew what it was."

An appropriate management style is important to the success of an organization. If it is to motivate employees while meeting critical economic and performance requirements, it must fit the variables with which the administrator deals. The introduction of sharing authority and negotiating with the faculty association created real style dilemmas for administrators. For instance, a paternalistic style, with authoritarian overtones, has been quite common in academic institutions. However, this style has little to offer in negotiating over rights issues, an activity which has been importantly introduced into the administrator's taskload. Paternalists quickly become defensive in negotiations, a posture which serves to give the initiative to the other party.

The head of a modern community college who had been a paternalistic, charismatic leader expressed his dilemmas as follows:

> I used to feel I could lead the faculty and do things for them. Now I feel somehow estranged from them. My main concern is administration. I worry about my right to make decisions.

Some administrators shifted to a participative style after negotiations commenced. This style is appealing because it fits well with the concept of collegiality. It serves to facilitate problem-solving when both parties share common goals.

However, when interests diverge, the participative style is not an adequate answer. A college president reported his experience in this regard:

> "I decided to change my approach and hold regular meetings with the association leaders. We talked about the curriculum, and everyone agreed on that so I felt encouraged. We weren't so far apart after all. Then we began to discuss some personnel matters. I told them about our plan to hire some new people, and they got excited and said we should use those slots for promotional opportunities for inside faculty members. If everyone agrees it is fine, but when disagreement takes place, there is no easy way to resolve it."

When rights issues must be resolved, the effectiveness of the participative style is questionable. Perhaps an adaptation of the "Run Past Them" strategy will prove to be the dominant academic administrator's style. There are some indications that this is happening. The real impact of faculty bargaining on management style is yet to be determined. However, it is clear that formalizing "shared authority" through collective bargaining already has had a substantial effect on the attitudes and strategies of academic administrators.

CHAPTER IV

THE DATA: Management Rights and the Extent of Association Influence

This chapter reports our analysis of management rights issues in higher education collective bargaining agreements. Our major task will be to measure and analyze the extent of association influence in various management rights areas. The independent variables we employed in our analysis, region, agent, size, affiliation and institutional type, are outlined in Appendix A.

We will consider, in order, the management rights clause, administrative issues and personnel issues. For each issue the results for four-year and two-year institutions will be contrasted. The concluding sections feature analyses of patterns of association influence, of the effect of the various bargaining agents and of the data for the states with high bargaining activity.

The Management Rights Clause

The management rights clause in a collective bargaining agreement is at best a strange beast. It is a claim to rights found in a document aimed at their restriction. Moreover, these rights have proven to be elusive and difficult to exercise at the workplace.

In general, negotiators did not dispense with the management rights clause when they sat down to spell out the details of their collective bargaining relationship. Ninety-two percent of the four-year agreements and 85 percent of the two-year agreements included management rights language. Some of these clauses were far from being meek, mild, tentative claims. The administration of a private four-year university in Connecticut obtained the following very strong clause:

ARTICLE 6

ADMINISTRATION RIGHTS

6. The Administration has the responsibility and, subject only to the limitations imposed by the express and specific terms of this Agreement, the right to manage, direct, and control the University and its programs.

6.2 The Administration's existing rights, privileges and responsibilities to manage its academic and non-academic programs not specifically delineated by this Agreement shall continue in full force and effect. In the event that the specific terms of this Agreement conflict with such rights, privileges and responsibilities, the specific terms of this Agreement shall be controlling to the extent necessary to resolve such conflict, provided, however, that this Agreement shall in all cases be interpreted so as not to deprive the Administration of its legal authority to control all final decisions regarding its academic and non-academic programs.

6.3 Except as limited or abrogated by the terms and provisions of this agreement, the Administration's rights and responsibilities include, but are not limited, to the right:

(a) to hire all employees, to determine their qualifications, their compensation, and the conditions for their continued employment;

(b) to terminate, promote, transfer, assign, lay off and recall all such employees;

(c) to establish, modify, discontinue, eliminate, reorganize or combine any college, division, department, program,

curriculum or course, as the Administration deems necessary or advisable;

(d) to determine the University calendar, class schedules, hours of instruction, and the duties, responsibilities and assignments of faculty and other employees with respect thereto;

(e) to locate, relocate and remove its equipment and facilities;

(f) to control its property and to change facilities used by the university;

(g) to control and change all matters pertaining to financial policy or procedures, and the financial management of the university;

(h) to control and change all matters pertaining to the organization and management of the university;

(i) to change any benefit or condition of employment not specifically given in this agreement to employees or the union;

(j) to control and change the manner and method of providing services to students; and

(k) to obtain from any source, and to contract and sub-contract for materials, services, supplies and equipment.

6.4 Failure to exercise a right shall not be construed as a waiver of that right.

We rated management rights clauses on a five point scale. A lower rating was assigned to very general clauses and the score was increased as contracts began to specify in detail the rights that management was retaining. We were surprised to find that fully 38 percent of the clauses in

four-year contracts and 28 percent of those in two-year agreements contained strong statements on management rights. The data reveal a greater tendency for four-year contracts to contain strong rights language. Unquestionably, administrators in senior institutions regarded the affirmation of such rights as a high priority bargaining item. They may have viewed the contract as an instrument which would enable them to reassert their authority in personnel areas in which the tradition of shared decision-making had served to weaken the managerial function. (See Table 1.) On the other hand, the junior college administrator may have felt less need for strong language because the junior college is the more bureaucratic of the two types of organizations and historically its faculty members have been reluctant to challenge the decisions of their superiors.

Management Rights: The Four-Year Agreements

Smaller enrollments were significantly associated with stronger assertions of management rights. For example, of the ten agreements awarded a code of 5 for the strongest, most detailed clauses, eight were associated with enrollments under 4,999. Contracts of larger institutions or those covering multicampus units rarely had lengthy management rights provisions.

We found geographic variations in the assertion of management rights. The midwest took the lead with nearly one-half the contracts containing strong rights statements whereas three-quarters of the clauses of schools in central states had very weak rights statements. In the east and west there was a balance between very weak and very strong language.

No significant differences could be detected between public and private institutions. All of the various faculty agents had agreements with both strong and weak assertions of rights. A higher proportion of contracts with strong rights language were, however, associated with the NEA and AFT. (See Table 8.)

A significant relationship existed between institutional type and assertion of management rights. Contracts associated with the prestigious research-doctoral category were less likely to contain strong detailed language than were contracts of comprehensive colleges and specialized institutions.

Management Rights: The Two-Year Agreements

Institutional size is the best predictor of the degree to which a contract manifests rights language. Of the forty clauses with the strongest rights statements, all but two were identified with enrollments under 9,999. Of the twenty-five contracts associated with a faculty size under ninety-nine, more than half contained strong management rights statements. Looking at the data from another perspective, the entire sample included eighteen agreements from schools in which enrollments exceeded 10,000. Less than 10 percent of these contracts included strong management rights provisions.

The regional differences in the four-year sector were similar to those found in the two-year college contracts. Contracts from the east and west ran the gamut from very strong to very vague rights clauses and agreements from the central states had the weakest.

Contracts of private two-year colleges had a high incidence of strong rights language. No relationships were apparent in public community colleges.

The variable, bargaining agent, is a somewhat better predictor of rights language in two-year college contracts than it is in four-year contracts. In this instance the NEA and AFT were associated with stronger clauses and independents and mergers with weaker rights language. No apparent trends were discernable in AAUP agreements.

The Extent of Association Influence

The assertion of management rights is one side of the coin. The other side is the contractually established extent of association influence. In this section we will explore the penetration of the faculty association into key administrative and personnel areas.

As the level of employee skills and education increases, interest in participation in management functions becomes keener.[1] Thus, academic employees, the most educated of unionized workers, have taken the lead in attempting to gain access to deliberative bodies responsible for determining institutional missions and policies.

Administration

Long range planning and retrenchment are two administrative functions at the center of power struggles in academic institutions. The professorial unions' attempt to penetrate these managerial areas has accelerated as the economic crisis in education has deepened. In normal periods enthusiasm for participation in administrative affairs may be limited by other demands on faculty time. The only exception is the faculty "committee-man" who eagerly seeks this activity.

Long Range Planning

Association gains in the area of long range planning were predictably few in number. Only five four-year contracts and none of the two-year agreements gave faculty a determing voice. Moreover, nearly two-thirds of all agreements either failed to mention association rights in long range planning or stated vaguely that the administration shall provide such information as the union might need for negotiations. The scaled means of 2.3 for four-year contracts and 2 for two-year agreements are the lowest for all areas studied. The following is an example of a four-year contract clause assigned a code of 4. (See appendix B.)

The Long Range Planning and Development Committee

a) Purpose

To examine the curriculum and the faculties of the College vis-a-vis their financial impact and to make recommendations consistent with the philosophy and educational goals of the College and to promote long range faculty development.

b) Functions

i. It shall review the yearly academic budget and recommend priorities to the Director of Financial Administrative Services and the Vice-President for Academic Affairs at his request.

ii. It shall submit yearly a written financial report to the Director of Financial Administrative Services and make recommendations for economies in the operation of the College should such economies be necessary.

iii. It shall establish policies concerning travel and research funds and make recommendations concerning the same for approval by the Director of Financial Administrative Services.

iv. It shall administer and allocate research funds according to its policies, subject to the approval of the Director of Financial Administrative Services and consistent with the terms of this contract.

v. The committee shall recommend to the Vice-President for Academic Affairs the awarding of sabbatical leaves.

Long Range Planning: The Four-Year Agreements

Does faculty control over long range planning differ in schools of varying institutional or demographic characteristics? The data reveal that such relationships do exist. Among all variables examined, the correlation between bargaining agent and faculty control over long range planning was the strongest. (See Table 11.) This statistic reflects the fact that 52 percent of all contracts given a code of 4 or 5 were AFT agreements. The NEA ranked second to the AFT. Almost 40 percent of all contracts receiving a code of 4 or 5 were NEA agreements. Documents negotiated by the AAUP, independents or a coalition of agents gave faculty much less control. Less than 5 percent of the AAUP contracts, for example, received a code of 5.

A weaker but still significant relationship existed between institutional type and faculty control over long range planning. Schools in the comprehensive and specialized classifications had stronger language whereas contracts of the research-doctoral group made fewer inroads. Contracts of schools with smaller enrollments were significantly associated with greater faculty control. The data revealed that as enrollment increased, contract language became less precise. (See Table 2.)

Long Range Planning: The Two-Year Contracts

In general, unionized professors in two-year colleges have not made great advances into administrative prerogatives in this area. Less than 6 per cent of the entire two-year sample had contractual language indicating strong faculty control over long range planning. Contracts of two-year colleges in the east were somewhat more favorable to faculty participation than were agreements of schools in other regions. As in the case of the four-year sector, larger enrollments were associated with weaker clauses. In this sector, the AAUP achieved the highest average score, while the AFT ranked second. Contracts bargained by the NEA, mergers and independents had weak language.

The Retrenchment Clause

The economic crunch has caused the resource allocation decisions involved in retrenchment to become a key issue. As education is a labor intensive industry, retrenchment often results in cuts in the number of faculty positions. This situation, in turn, has aroused professorial concern about budgetary matters and about the placing of controls on the retrenchment process.

In many of the agreements, guidelines for the retrenchment clause were borrowed from AAUP statements, particularly the "1968 Recommended Institutional Regulations on Academic Freedom and Tenure," the "Statement on Procedural Standards in the Renewal or Nonrenewal of Faculty Appointments" and "The Standards for Notice of Non-Reappointment."[2] Another document which has influenced contractual language is the policy report by the Association of American Colleges entitled "Academic Staff Reduction in Response to Financial Exigency."[3]

AAC guidelines outline the principles and procedures recommended to school authorities faced with the necessity of curtailing academic programs or professional appointments.

The following items comprise the general features of the retrenchment clause:

A. Factors which determine the need for layoff

The usual contractual language merely specified that program or personnel cutbacks should come only as a result of a decrease in enrollment. The phrase "termination of a continuous appointment because of financial exigency should be demonstrably bona fide" (taken from the AAUP 1940 statement on Academic Freedom and Tenure) appeared in a large number of contracts. "Bona fide" evidence is usually understood to place the burden of proof on the administration. Agreements often listed the criteria needed to prove bona fide exigencies. These included: financial data, student-teacher ratios, studies of curriculum, personnel reports or general

enrollment decline. The extent to which faculty participated in determining the criteria to be utilized in the case of retrenchment was taken as a measure of faculty control over the layoff procedure.

B. Retention Criteria

The overwhelming number of contracts listed seniority as the primary retention factor. In most instances seniority applied to only those faculty members in the affected departments or divisions. In addition to seniority, many contracts also suggested that a professor's achievements and effectiveness as a teacher should be taken into account in times of retrenchment. Other agreements stated that seniority would be used to determine layoffs if the professors who were to be retained were qualified to teach the courses of those individuals who had lost their positions.

C. Preferential Treatment

The retrenchment clause also deals with the types of preferential treatment accorded to faculty who face employment termination. The degree to which faculty determine the procedures for preferential consideration was taken into account in coding these clauses. Examples of preferential treatment include: part-time teaching loads for former full-time faculty, preferred rehiring lists (such lists guarantee that individuals terminated for financial exigency will be notified of any vacant position for which they are qualified before new personnel may be hired), opportunities to retrain or take sabbatical leaves and transfer and bumping privileges. Tenured faculty members are usually exempt from being bumped.

The clauses revealed a variety of formulas for notification of faculty. Some provided little protection. For example, a number of agreements stated that notice of retrenchment will take place "as soon as is feasible," "according to state law," "when state appropriations are known," or, "before the end of the year." Some specified one to four

months, one semester, or one school year. Other contracts merely listed a date, usually December 1, February 15, March 1, March 15 or April 15. Several documents linked notice to amount of severance pay received. Most contracts stipulated that terminations due to financial exigencies were not subject to arbitrable review.

The data indicated that consultation with the union was a feature of nearly half the two-year agreements and one-fifth of the four-year contracts. Consultation procedures were not, however, uniform. In many cases the trustees or presidents were responsible for the final decision on retrenchment. Frequently, the board or president was mandated to consult with either the association, deans, the tenure review committee, the academic senate, various personnel committees or a combination of the groups listed above. The following staff reduction provision in a public two-year college contract is an example of a clause allowing consultation rights as well as a number of preferential treatment safeguards. The following provision was assigned a code of 3.

ARTICLE XII
STAFF REDUCTION

A. When it is necessary to decrease the size of the instructional staff because of insufficient funds or substantial decrease of students, the President shall meet and consult with the President of the Faculty Association and then may recommend to the Board of Trustees that the teaching force be reduced as appropriate, necessary, and in a reasonable manner. The reduction in teaching areas will be made by placing such instructors on an unpaid leave of absence subject to institutional seniority in the inverse order of their appointment. Notice of intent to lay off shall be given to the instructor in writing by April 15 for the following academic year.

B. Within assigned teaching areas, the reduc-

tion of force shall be accomplished by first laying off Supplemental Instructors, then Annual Instructors, and finally, if needed, instructors on Continuing Contract. Only instructors on Continuing Contract can exercise seniority in other teaching areas assuming they have the teaching competency and ability to perform the work; however, they can only replace instructors on Supplemental and Annual contracts. When possible and with the instructor's permission, an instructor may be given a part-time teaching assignment with a proportional reduction in salary in lieu of lay off.

C. Recognizing its commitment to the teaching faculty, the College will endeavor to reduce the nonteaching force proportionately.

D. When circumstances shall be appropriate, each instructor placed on leave of absence, as aforementioned, shall be reinstated in inverse order of his placement on leave of absence and recognizing his previous institutional seniority. If an instructor on Continuing Contract and an instructor on Annual Contract are equally qualified for a vacancy, the instructor on Continuing Contract shall be given preference. Such reappointment shall not result in loss of status or credit for previous years of experience. No new appointments shall be made while there are available instructors on leave of absence and who are adequately qualified to fill the vacancies unless such instructors shall fail to advise the President of acceptance of reappointment within fifteen (15) days from the date of notification by the President of positions available. Notification shall be by Registered Mail (Return Receipt Requested) at the last address of the instructor.

E. In the event a faculty member who has been granted continuing contract status is placed on leave of absence without pay, due to staff reduction, such faculty member shall receive an amount of $1,000 as interruption compensation. Should the faculty member be reinstated without loss of time, the interruption pay will be deducted from his next year's salary.

F. The College shall provide assistance in locating a comparable position for the individual concerned.

Retrenchment: The Four-Year Contracts

Interesting relationships existed between institutional and demographic variables and faculty control over retrenchment policies. The public-private distinction proved to be significant, with the contracts of private institutions giving faculty members greater authority. With regard to regional factors, contracts of eastern institutions varied widely. Agreements of central and western institutions stressed mainly consultation rights. The situation in the midwest was quite different. Nearly 60 percent of the agreements gave faculty members strong control over retrenchment policies. Once again, institutions in the research-doctoral classification were associated with weaker clauses, and agreements from comprehensive and liberal arts colleges with stronger rights statements. NEA, independents and AAUP contracts gave faculty members more control in retrenchment decisions than did agreements negotiated by mergers or the AFT, which gave them the least input.

Retrenchment: The Two-Year Contracts

In contrast to agreements of four-year schools, a lesser number of community and junior college contracts gave faculty members authority over retrenchment policies. However, the relationships between institutional and demographic variables were surprisingly similar. As with the four-year agreements, private school contracts were signifi-

cantly associated with more faculty control. A significant positive relationship also existed between faculty size and degree of faculty control. (See Table 12.) There were no significant relationships to either region or agent.

Promotion, Personnel, Appointment, Nonrenewal and Tenure Clauses

Traditional academic personnel policies, promotion, appointment, nonrenewal and tenure, were the object of considerable scrutiny in the late 1960's. At one time or another such procedures were held responsible for campus unrest, listed as the cause of institutional rigidity, declared a refuge for lazy and incompetent faculty, and deemed inconsequential for academic freedom.

The advent of professorial unions has once again focused attention on promotion, appointment, nonrenewal and tenure policies. The prestigious Keast Commission, for example, recommended that such personnel procedures be excluded from the collective bargaining process.[4] Faculty and administrators opposed to unionism on campus have charged that professorial unions will destroy meritocracy in academe. They ask: Will peer review practices be traded for higher salaries? Will professors still be entitled to tenure if they possess contracts that already guarantee job security? Will due process become a negotiable item? Will procedures associated with releasing tenured and nontenured staff become so cumbersome that colleges will be unable to adapt to future enrollment trends? Addressing himself to the viability of subjecting appointment, promotion and tenure to the bargaining process, William B. Boyd, when president of Central Michigan University, asserted that academic bargaining has a kind of Midas touch. "Not that everything it touches turns to gold," he said, "but that everything it touches turns rigid."[5]

Finally, one of the most exhaustive and influential studies on faculty unionism, argues that the promotion, appointment, nonrenewal and tenure processes may succumb to group pressures.

Ladd and Lipset maintain that it is in the realm of these personnel policies that the principles of blue collar unionism will be transferred to institutions of higher education. Despite the enormous differences between industrial and educational organizations, they feel that faculty members may come to think in terms of job security only and no longer care to be academically responsible for difficult choices on promotion, appointment and nonrenewal tenure.[6]

Have any or all of the above predictions been realized? We will proceed with a general discussion of contractual advances in the personnel area because the experience concerning the various clauses is interconnected. Then we will turn to the specific fields -- promotion, appointment, nonrenewal and tenure -- and discuss the variables that are correlated with association advances in the two and four-year sectors.

A large percentage of the contracts included language on promotion, appointment, nonrenewal and tenure. Almost one-half of the four-year agreements gave faculty members a considerable voice in these personnel decisions. (See Tables 4 to 7.)

Variation in the content and style of clauses was common. It would appear that negotiated agreements were more intimately associated with conditions in specific institutions, than with the stance of national faculty associations.

In general, the clauses outlined detailed procedures designed to foster existing professional standards and objectives. For example, probationary periods were not shortened. A large number of provisions stipulated that probationary time before promotion or nonrenewal should remain at five, six or seven years. In a study of tenure provisions in four-year contracts Mortimer and Lozier determined that collective bargaining had a minor impact on the status of the probationary period.[7]

Contracts often listed academic criteria to be used when evaluating faculty for promotion, appointment, nonrenewal and tenure. Formerly, such evaluation criteria were rarely made explicit nor were they codified.[8] The inception of academic bargaining has led to the placing of such criteria in written agreements. The standards listed are far from uniform. They represent an array of factors, some explicit and others vague. Although explicit criteria were sometimes mentioned, the contracts said little about the emphasis or weight to be accorded these criteria. Criteria for promotion, appointment, nonrenewals, and tenure include: teaching effectiveness, scholarly achievement, research, publications, advanced study, intellectual breadth, skill and promise as a teacher, devotion to the concept of liberal education, participation in the affairs of the college community, administrative assignments, guidance and leadership in student affairs, and unique contributions to the university and the academic profession.

Some agreements moved beyond the usual format. The Southeastern Massachusetts University and Moore College of Art contracts stated that student evaluations may be used in the faculty promotion decision. The Rhode Island college agreement stressed the importance of critical evaluation. Regarding tenure and nonrenewal of nontenured appointments, the contract stated that, "No system of tenure will be effective if it is not administered with firmness in cancelling the contracts of those who are not adapted by training, experience or temperament to the local situation."

Contract clauses also described procedures for establishment of faculty review committees. In general, such deliberative bodies were given the authority to make recommendations to the trustees, to collect data on faculty evaluations, to advise probationary faculty on areas of observed weaknesses and to recommend appropriate personnel actions. A number of the agreements also dealt with the procedures administrators must follow should they choose to disregard committee

recommendations. Strongly worded clauses required the administration to inform unsuccessful candidates in writing of the reasons for denial of advancement.

A large number of two-year and four-year contracts incorporated a definition of tenure in the general tenure provision. These agreements also asserted the traditional rationale for life-long employment, e.g., that continuity of employment without fear of termination, except for just cause, enables faculty to teach and study free from external pressures. AAUP proclamations were a widely used source of contractual language. In several instances contracts endorsed the well known 1940 statement.

Many agreements made reference to the continuation of tenure policies in existence before the arrival of the faculty union. This finding places doubt on the assertion that unionism will lead to the demise of prebargaining personnel policies. It would appear that these clauses served to set forth and make explicit the prebargaining policies which faculty members wanted to preserve.

The contracts indicated that many negotiators felt impelled to reiterate the seriousness of tenure and its relationship to academic freedom. A study of the clauses revealed both faculty and administrative concern for consultative procedures, peer review, strict qualifications for tenure eligibility and the need to safeguard academic judgment in personnel decisions. The contracts did not indicate that faculty unions were modifying or trading away tenure and academic freedom.

Faculty voice in personnel policies is a traditional but by no means a universal matter. These practices flow from the concept of a faculty as a self-governing craft or professional group whose present members are considered the only ones qualified to select future members of the team. However, despite the strength of these traditions, roughly one-fifth of the contracts made no provisions for these functions.

Promotion: The Four-Year Contracts

Less than 15 percent of the contracts failed to mention this topic. In fact, nearly two-thirds of the clauses spelled out detailed promotion procedures. Institutions in the east made the strongest gains. Quite remarkably, in this region roughly 60 percent of the clauses were scaled at 4 or 5. Contracts of schools in the central states had weaker faculty rights statements. Agreements of midwestern and western schools reflected wide variations in assertion of faculty authority.

A slightly higher proportion of contracts of private schools gave faculty members greater control over promotion. Neither size nor institutional type appeared to have any relation to the strength of language. Contracts negotiated by mergers and the AFT contained the strongest provisions followed in descending order by the NEA, AAUP and independent agents.

Promotion: The Two-Year Contracts

With some notable exceptions, promotion tends to be a management right at two-year colleges. Traditions involving peer judgment and professional autonomy are not strong in the two-year sector. In contrast to the four-year sector, nearly 40 percent of the agreements made no mention of promotion. However, region, size and affiliation were strongly correlated with extent of faculty voice. Two-year colleges in the east and to a lesser extent the west, incorporated the strongest faculty controls. Clauses associated with midwestern and central states were weakest.

The significant correlation of (+.21) between size of enrollment and control over promotion suggests that larger enrollments were associated with increased faculty authority. (See Table 12.) Three-quarters of the schools with enrollments above 20,000 possessed contracts with strong promotion procedures. Only one-quarter of the contracts of schools with enrollments below 999 gave faculty a substantial voice in this process.

A correlation of (+.22) reflects a significant relationship between affiliation and control. In this sample all private two-year college contracts were coded at 4 or 5, whereas over half of the public contracts offered only weak language concerning promotions. Contracts negotiated by a coalition of agents were stronger and more specific than were those bargained by other agents.

Appointment: The Four-Year Contracts

One-fifth of the agreements failed to mention appointment policies and about one-sixth contained only vague language. In most cases contractual silence on appointments indicated a situation in which faculty inputs were minimal. For example, even if the administration might enlist faculty assistance in identifying candidates, the lack of explicit contractual procedures placed no limits on managerial discretion.

Faculty voice in making appointments was significantly related to size, region and agent. We found a significant relationship of (+.26) between institutional size and faculty control over appointment. Of the eighteen contracts associated with enrollments over 10,000, eleven provided for strong faculty voice in this area. Of the thirty-four agreements identified with enrollments below 4,999, twenty-five had vague or nonexistent language on appointment.

Agreements with strong language were found at eastern institutions. A few agreements from mid-western schools also enumerated detailed faculty rights. Once again, central states contracts had vague appointment clauses, and western institutions were divided evenly between very strong and very weak statements.

Agreements negotiated by the mergers were found to have the strongest clauses. AAUP and AFT clauses fell primarily into the consultation category. No clear pattern could be distinguished in NEA or independent contracts.

With regard to institutional type, the strongest rights clauses were found in the agreements of comprehensive colleges and universities.

Appointment: The Two-Year Contracts

Historically, high level administrators were responsible for appointing new faculty members in two-year colleges. Thus it comes as no surprise that less than 10 percent of the contracts gave faculties significant control over appointment. As with the four-year agreements the variables, size and agent, were associated significantly with degree of faculty voice.

As in the four-year sector, degree of control in the two-year contracts was affected by institutional size. A significant positive relationship existed between enrollment (+.38) and faculty size (+.27) and strength of language. Strong clauses were found in agreements of schools with enrollment above 10,000. Of the twelve contracts featuring faculty control over appointment, all but three were from schools with a faculty size above 300.

With regard to the agents, stronger rights statements were negotiated by the mergers and the AAUP. Contracts bargained by the AFT and independents reflected a variety of scores. Nearly two-thirds of the NEA agreements contained very weak clauses.

Detailed rights language was found in agreements of schools in the eastern and western states. Two-year colleges in the midwest and central states did not offer faculty members much control over the appointment process.

Private two-year college contracts were associated with greater faculty control over appointments.

Nonrenewal: The Four-Year Contracts

Nonrenewal or dismissal is obviously a serious matter. Moreover, the state of the economy has

generated considerable anxiety over these personnel decisions. Thus, one would assume that professors in unionized institutions would be interested in securing explicit procedures governing nonrenewal, but faculty gains have not been exceptional. Moreover, there were only a few significant relationships with our independent variables. Regional factors seemed to be important. Over one-half of the midwestern schools and about one-half of the eastern schools had strong language.

Merger and NEA nonrenewal clauses in the central states contained a high proportion of strong rights statements.

Factors such as enrollment, institutional type, agent and affiliation did not appear to be associated with particular types of clauses.

Nonrenewal: The Two-Year Contracts

Institutional variables had a somewhat different impact on provisions in two-year agreements. As with the other personnel clauses, strong rights language was associated with public and private eastern colleges represented by the AAUP, or mergers. There was also a tendency for stronger clauses to be associated with larger enrollments and larger faculty size.

Tenure: The Four-Year Contracts

College administrators everywhere are seeking a fresh approach to the question of tenure. The prospect of a large tenured-in staff which poses a serious budgetary constraint in times of declining enrollment, and the need to alter curricular offerings in response to changing demand have led campus authorities to re-evaluate their tenure policies. For example, at Goddard College, Vassar, Curry, Evergreen State, Governors State, Hampshire, and at the University of Texas, among others, administrators have proposed limitations on tenure slots and have issued rolling contracts to those faculty members whose performance is deemed satisfactory.

The tenure debate will not subside in the future. Questions having to do with the faculties' right to share in the tenure decision have not been overlooked by professorial organizations. A little over 80 percent of the agreements contained provisions on academic tenure. The scaled mean of 3.5 is the highest awarded any clause. Faculty associations have made the greatest gains in this area.

Clauses associated with research-doctoral and comprehensive institutions in the east and midwest guaranteed the strongest rights to faculties. Schools in the central and western states had weaker faculty rights statements. Although strong faculty-oriented clauses could be found in contracts negotiated by all unions, a larger proportion of AFT and AAUP agreements contained the most detailed language. Thus, AAUP and AFT schools in the east clearly had taken the lead. No apparent relationships existed between enrollment, affiliation and the assertion of faculty tenure prerogatives.

Tenure: The Two-Year Contracts

In this era of minimal hiring and strong pressure for nonrenewal to create new openings, tenure has become a torrid management rights issue in two-year colleges. Administrators seeking flexibility have become the champions of the rights of nontenured faculty and students, while tenured faculty decry attacks on tenure as a challenge to merit-based evaluation and academic freedom. Associations representing two-year colleges have thus sought tenure guarantees but have not been as successful as four-year faculties. One-third of the agreements failed to mention tenure, one fourth included only vague references. Less than 10 percent of the two-year contracts incorporated provisions giving faculty members specific guarantees in the tenure process.

The impact of our independent variables is more pronounced in this sector. Larger faculty size and enrollment were associated with stronger rights statements in the two-year contracts. Of the twenty-four agreements associated with a

faculty size of less than ninety-nine, seventeen were scaled at 1 or 2. The strongest clauses were invariably found in those schools where faculty size exceeded 200. Strong language was found in eastern and western schools. Among the agents, the AAUP and coalitions of agents made significantly greater gains.

Patterns in Faculty Rights Attainments

In this study the relationships among the contract clauses themselves proved to be the strongest. (See Tables 11 and 12.) The correlation coefficients demonstrate that an exceedingly high percentage of variation in the scoring of one clause, e.g., appointment, is explained by its relation to, say, faculty control over promotion. Thus faculty rights attainments were related to one another at a highly significant level. When faculties achieved strong rights guarantees in the administrative and personnel fields, they were winning them across the board. Professorial unions were not trading contractual safeguards on tenure for gains in nonrenewal. Conversely, contracts that failed to provide strong rights in long range planning, retrenchment or tenure, invariably did not contain such language for promotion, nonrenewal or appointment.

Administration and Association Rights in Highly Organized States

For a growing development, such as contractual assertion of administration and faculty association rights, one wonders about the likely result after such a relationship has become relatively commonplace. Thus, we separated from our total sample the states with the highest activity. There were six states in the four year sector and ten states in the two year sector.

For the states active in the four year sector, there was no strong relationship between extent of faculty association rights and extent of administrative rights. However for the states active in the two year sector a more marked inverse relation-

ship appeared. This finding seems to indicate that stands on rights issues were more polarized in the two year sector. (See Tables 14, 15, 16, and 17 and Figures 1 and 2.)

Surprisingly, the two and four year sectors were not equally strong in the same state. New Jersey and New York ranked first and second in two year faculty association influence, whereas Rhode Island and Massachusetts took the lead in the four year rankings. There appeared to be no clear relationship between faculty association voice in the two and four year sectors.

Midwestern and central states such as Kansas, Wisconsin, and Illinois had the weakest faculty association rights, whereas the eastern states had the strongest. Wisconsin's position as highest in strength of assertion of administration rights in the two year sector was perfectly counterbalanced by its rating lowest in faculty association rights. Similarly, in the four year sector a single state occupied two extreme positions. Rhode Island ranked lowest in strength of assertion of administration rights and highest in faculty association influence. Michigan similarly ranked second lowest in assertion of management rights and second highest in association voice. However, beyond this point the inverse relationship disappeared. For instance, Massachusetts ranked high on both variables.

The Agents

Each of the various academic bargaining agents claims to be the most effective. While our data did not reveal truly marked differences among them, we did uncover some interesting variations. (See Tables 9 and 10 for average agent influence scores and Table 8 for the position of the various agents with regard to the assertion of management rights. For a description of the various agents, see Appendix D.)

In the four year sector, agreements negotiated by the AFT and mergers contained the strongest faculty rights guarantees. Contracts of the NEA,

AAUP and independent agents had weaker provisions. The two year agreements were somewhat different. In this sector, stronger rights guarantees were found in contracts of the AAUP and mergers, followed by the AFT and NEA. The differential strength of these agents in the two sectors raises some challenging questions about the claims of the three major unions to be the most effective for every faculty that they represent.

The strongest assertion of management rights was found in NEA agreements. Next, in order, were the AFT, independents, AAUP and mergers. With regard to this clause, the agents had the same rankings in the two and four year sectors. Perhaps overall policies more clearly govern the type of management rights clause an agent will accept, while the rights gains the agent can achieve for the faculty it represents may be the result of a broad range of institutional and demographic variables.

As one studies the data on agents, many interesting questions come to mind. Mergers had relatively high faculty rights scores, and incidentally management rights assertion in their agreements was relatively weak. Does this indicate that when faculty unions overcome organizational rivalries, they can negotiate faculty rights more effectively?

Certainly the issue of the impact of the agent is far from settled. Further research is needed, and the authors are now engaged in such a project.

1 Margaret K. Chandler, "The Extent of Union Influence", in Milton Derber and others, Labor-Management Relations in Illini City, Vol. II (Champaign, Ill.: Institute of Labor and Industrial Relations, University of Illinois, 1954): Margaret K. Chandler, Management Rights and Union Interests (New York: McGraw-Hill Book Company, 1965).

2 "1968 Recommended Institutional Regulations on Academic Freedom and Tenure," AAUP Bulletin, 57, (Winter 1967), pp.448-452; "Statement on Procedural Standards in the Renewal or Nonrenewal of Faculty Appointments," AAUP Bulletin, 57, (Summer 1971), pp.206-210; "The Standards for Notice of Nonreappointment," AAUP Bulletin, 53, (Winter 1967), p.407.

3 Statement on Financial Exigency and Staff Reduction (Washington, D.C.: Association of American Colleges, 1971). Exceptions can be found, however. See Daniel J. Julius, "The Retrenchment Clause in Higher Education Contracts," Mimeograph, National Center for the Study of Collective Bargaining in Higher Education, Baruch College, CUNY.

4 In 1971, the AAUP was joint sponsor (with the Association of American Colleges) of the Commission on Academic Tenure in Higher Education. The forty-fourth recommendation states that tenure, academic freedom and related personnel matters should not be subjected to collective bargaining. W.R. Keast and J.W. Macy, p.90. Despite this recommendation very few AAUP contracts fail to include provisions on tenure, academic freedom or other related policies.

5 William B. Boyd, "The Question of Tenure," Proceedings, First Annual Conference (New York: NCSCBHE, 1973), pp.117-124.

6 E.C. Ladd, Jr., and S.M. Lipset, Professors, Unions and American Higher Education, Berkeley, Calif.: The Carnegie Commission on Higher Education, 1973, pp. 69-88.

7 Kenneth P. Mortimer and Gregory C. Lozier, "Collective Bargaining Implications for Governance," in Insights into Higher Education, Selected Readings, 1969-1973, Vol. I. University Park, Pa.: Center for the Study of Higher Education, The Pennsylvania State University, 1974.

8 W.R. Keast and J.W. Macy, Chairmen, Faculty Tenure (San Francisco, Calif.: Jossey-Bass Publishers, 1973).

TABLE 1

THE MANAGEMENT RIGHTS CLAUSE

Code Assigned	n	%	Four-Year n	%	Two-Year n	%
1	27	13.2	5	(7.9)	22	(15.5)
2	58	28.3	18	(28.6)	40	(28.2)
3	56	27.3	16	(25.4)	40	(28.2)
4	28	13.7	14	(22.2)	14	(9.9)
5	36	17.6	10	(15.9)	26	(18.3)
	205	100.0	63		142	
			mean = 3.1		mean = 2.8	

TABLE 2

THE LONG RANGE PLANNING CLAUSE

Code Assigned	n	%	n	%	n	%
1	71	34.6	22	(34.9)	49	(34.5)
2	61	29.8	18	(28.6)	43	(30.3)
3	52	25.4	10	(15.9)	42	(29.6)
4	16	7.8	8	(12.7)	8	(5.6)
5	5	2.4	5	(7.9)	--	--
	205	100.0	63		142	
			mean = 2.3		mean = 2.0	

TABLE 3

THE RETRENCHMENT CLAUSE

Code Assigned	n	%	Four-Year n	%	Two-Year n	%
1	58	28.3	21	(33.3)	37	(26.1)
2	27	13.2	7	(11.1)	20	(14.1)
3	73	35.6	12	(19.0)	61	(43.0)
4	37	18.0	16	(25.4)	21	(18.8)
5	10	4.9	7	(11.1)	3	(2.1)
	205	100.0	63		142	
			mean = 2.7		mean = 2.5	

TABLE 4

THE PROMOTION CLAUSE

Code Assigned	n	%	Four-Year n	%	Two-Year n	%
1	41	20.0	9	(14.3)	32	(22.5)
2	34	16.6	11	(17.5)	23	(16.2)
3	44	21.5	5	(7.9)	39	(27.5)
4	50	24.4	21	(33.3)	29	(20.4)
5	36	17.6	17	(27.0)	19	(13.4)
	205	100.0	63		142	
			mean = 3.4		mean = 2.8	

TABLE 5

THE APPOINTMENT CLAUSE

Code Assigned	n	%	Four-Year n	%	Two-Year n	%
1	38	18.5	13	(20.6)	25	(17.6)
2	61	29.8	9	(14.3)	52	(36.6)
3	50	24.4	16	(25.4)	34	(23.9)
4	33	16.1	14	(22.2)	19	(13.4)
5	23	11.2	11	(17.5)	12	(8.5)
	205	100.0	63		142	
			mean = 3.1		mean =2.5	

TABLE 6

THE NONRENEWAL CLAUSE

Code Assigned	n	%	Four-Year n	%	Two-Year n	%
1	40	19.5	13	(20.6)	27	(19.0)
2	58	28.3	9	(14.3)	49	(34.5)
3	39	19.0	8	(12.7)	31	(21.8)
4	50	24.4	36	(41.3)	24	(16.9)
5	18	8.8	7	(11.1)	11	(7.7)
	205	100.0	63		142	
			mean = 3.1		mean = 2.6	

TABLE 7

THE TENURE CLAUSE

Code Assigned	n	%	Four-Year n	%	Two-Year n	%
1	60	29.3	13	(20.6)	47	(33.1)
2	42	20.5	8	(12.7)	34	(23.9)
3	35	17.1	6	(9.5)	29	(20.4)
4	33	16.1	13	(20.6)	20	(14.1)
5	35	17.1	23	(36.5)	12	(8.5)
	205	100.0	63		142	
			mean = 3.5		mean = 2.4	

TABLE 8

BARGAINING AGENT AND STRENGTH OF ASSERTION OF MANAGEMENT RIGHTS:

Agent	Average Score[a]	Rank[b]
	Four-Year Contracts	
NEA	3.47	1
AFT	3.23	2
IND	3.00	3
AAUP	2.88	4
Mergers	2.85	5
	Two-Year Contracts	
NEA	3.07	1
AFT	2.80	2
IND	2.68	3
AAUP	2.66	4
Mergers	2.47	5

[a]Based on a five point scale for which a score of "5" represents the strongest assertion of management rights.

[b]A rank of "1" indicates the agent with the strongest assertion of management rights and a rank of "5" the weakest.

TABLE 9

FACULTY AGENT PENETRATION OF MANAGEMENT FUNCTIONS:

THE FOUR-YEAR CONTRACTS

		Average Score for Each Area[a]							
Agent	n	LRP	RETR	PROM	Appt.	NONRE	TEN	Agent Score	Rank[b]
AFT	13	3.00	1.92	3.84	3.08	3.08	3.92	3.14	1
Mergers	7	1.86	2.29	3.86	4.00	3.29	3.29	3.11	2
NEA	17	2.76	3.11	3.47	2.71	3.29	3.23	3.09	3
AAUP	23	1.74	3.04	3.09	3.04	3.00	3.39	2.88	4
IND	3	2.00	3.00	2.67	3.00	2.00	2.33	2.49	5

n = 63

[a]Based on a five point scale for which a score of "5" represents the highest association influence.

[b]A rank of "1" indicates the agent with the strongest influence and a rank of "5" the weakest.

TABLE 10

FACULTY AGENT PENETRATION OF MANAGEMENT FUNCTIONS:

THE TWO-YEAR CONTRACTS

Agent	n	LRP	RETR	PROM	Appt.	NONRE	TEN	Agent Score	Rank[b]
AAUP	3	3.00	3.33	3.33	3.33	3.33	3.67	3.33	1
Mergers	15	2.07	2.20	3.40	3.47	3.40	3.13	2.96	2
IND	21	2.00	2.76	2.81	2.67	2.67	2.76	2.61	3
AFT	35	2.37	2.49	2.83	2.69	2.60	2.57	2.58	4
NEA	68	1.88	2.51	2.75	1.99	2.37	2.00	2.08	5

n = 142

TABLE 11

ZERO-ORDER CORRELATION COEFFICIENTS

(FOUR-YEAR CONTRACTS)

	Region	Agent	Size	Affil	LRP	Retr	Prom	Appt	Nonre	Tenure	MgtRts	Inst. Type
Region	1.00	-.03	-.10	-.06	.09	-.07	-.12	-.21	-.16	-.18	-.01	.01
Agent		1.00	.31	.10	-.35	.08	-.08	.17	-.04	-.13	-.13	-.27
Size			1.00	-.49	-.18	.08	.06	.26	.06	.04	-.16	-.69
Affil				1.00	-.03	.21	.12	.06	.04	.07	-.08	-.29
LRPL					1.00	-.05	.34	.27	.16	.18	.22	.16
RETR						1.00	.43	.45	.43	.43	.06	-.07
PROM							1.00	.69	.54	.72	.03	.07
Appt								1.00	.55	.59	.09	-.15
NONRE									1.00	.61	-.02	-.01
Tenure										1.00	.18	-.05
MgtRts											1.00	.23
Select												1.00

Four-Year Contracts 63 = n

Significance .138 at .05; .181 at .01.

TABLE 12

ZERO-ORDER CORRELATION COEFFICENTS (TWO-YEAR CONTRACTS)

	Region	Agent	Size	Affil	LRP	Retr	Prom	Appt	Nonre	Tenure	MgtRts	FacSize
Region	1.00	-.34	.06	-.17	-.02	.04	-.18	-.10	-.07	-.04	-.04	.06
Agent		1.00	.10	-.03	-.06	-.01	.10	.20	.19	.19	-.10	.01
Size			1.00	-.25	.16	.09	.21	.38	.08	.24	-.14	.73
Affil				1.00	.15	.15	.22	.10	.06	.09	.11	-.22
LRPL					1.00	.33	.42	.43	.33	.46	-.02	.18
RETR						1.00	.18	.30	.22	.25	.17	.14
PROM							1.00	.52	.49	.65	-.12	.17
Appt								1.00	.39	.50	-.06	.27
NONRE									1.00	.54	-.03	.08
Tenure										1.00	-.07	.24
MgtRts											1.00	-.13
FacSize												1.00

Two-Year Contracts 142 = n

Significance .138 at .05; .181 at .01.

TABLE 13

MEANS OF SCALED CLAUSES:

FOUR-YEAR AND TWO-YEAR CONTRACTS

Clause	Four-Year Means	Two-Year Means
Long Range Planning	2.3	2.0
Retrenchment	2.7	2.5
Appointment	3.0	2.5
Promotion	3.4	2.8
Nonrenewal	3.1	2.6
Tenure	3.5	2.4
Management Rights	3.1	2.8
	Four Year Contracts n = 63	Two Year Contracts n = 142

TABLE 14

FACULTY ASSOCIATION INFLUENCE IN MANAGEMENT

AREAS FOR FOUR-YEAR COLLEGES IN SIX STATES(1)

AVERAGE SCORE FOR EACH AREA(2)

STATE	Contracts	LRP	Retr	Prom	Appt	Nonre	Ten	State Score	Rank(3)
Rhode Island	4	2.75	3.25	3.75	3.50	3.50	3.50	3.38	1
Massachusetts	8	3.38	1.50	3.63	3.38	3.25	4.25	3.23	2
New Jersey	8	2.13	3.25	3.75	3.50	3.13	3.38	3.19	3
New York	15	1.67	2.80	3.80	3.40	3.13	3.60	3.07	4
Michigan	7	2.58	3.00	3.29	2.43	3.57	3.14	3.00	5
Pennsylvania	5	1.60	3.00	2.40	2.40	3.20	3.40	2.67	6

n=54

1. A total of 54 contracts were scaled. They represent 86% of the entire four-year sample of this study.

2. Based on a five point scale for which a score of "5" represents the highest influence.

3. A rank of "1" indicates the state with the strongest association influence and a rank of "6" indicates the weakest.

TABLE 15

STRENGTH OF ASSERTION OF MANAGEMENT

RIGHTS IN FOUR-YEAR COLLEGE AGREEMENTS

IN SIX STATES[1]

	Average Score[2]	Rank[3]	Contracts Studied
Massachusetts	3.75	1	(8)
Michigan	3.29	2	(7)
Pennsylvania	3.20	3	(5)
New Jersey	3.00	4	(8)
New York	2.93	5	(15)
Rhode Island	2.50	6	(4)

n = 54

1. Sample of 54 contracts represents 86% of the four-year sample of this study.

2. Based on a five point scale for which a score of "5" represents the strongest assertion of management rights.

3. A rank of "1" indicates the state with the strongest assertion of management rights, and a rank of "6" indicates the weakest.

TABLE 16

FACULTY ASSOCIATION INFLUENCE IN MANAGEMENT AREAS FOR TWO-YEAR COLLEGES IN TEN STATES[1]

State	Contracts	LRP	Retr	Prom	Appt	Nonre	Ten	State Score	Rank[3]
New Jersey	16	2.31	2.56	3.88	2.50	2.75	2.94	2.82	1
New York	28	2.11	2.57	3.18	2.96	3.04	2.86	2.79	2
Washington	15	2.20	2.47	3.27	2.40	2.80	2.80	2.66	3
Michigan	24	2.17	3.00	2.79	2.88	2.62	2.46	2.65	4
Oregon	5	2.20	3.20	2.80	2.40	2.40	2.80	2.63	5
Pennsylvania	8	2.13	2.89	3.38	2.76	2.38	2.13	2.61	6
Massachusetts	5	2.40	1.60	3.20	3.40	2.80	1.80	2.53	7
Illinois	14	1.86	2.64	1.93	2.43	2.14	2.29	2.22	8
Kansas	5	1.40	2.00	1.20	2.20	2.40	1.00	1.70	9
Wisconsin	12	1.67	2.00	1.67	1.59	2.17	1.08	1.69	10

n = 132

1. A total of 132 contracts have been scaled. They represent 93% of the entire two-year sample of this study.

2. Based on a five point scale for which a score of "5" represents the highest influence.

3. A rank of "1" indicates the state with the strongest association influence and a rank of "10" indicates the weakest.

TABLE 17

STRENGTH OF ASSERTION OF MANAGEMENT

RIGHTS IN TWO-YEAR COLLEGE AGREEMENTS

IN TEN STATES[1]

	Average Score[2]	Rank[3]	Contracts Studied
Wisconsin	3.58	1	(12)
Massachusetts	3.40	2	(5)
Oregon	3.39	3	(5)
Pennsylvania	3.38	4	(8)
Michigan	3.00	5	(24)
New York	2.79	6	(28)
Illinois	2.64	7	(14)
New Jersey	2.56	8	(16)
Washington	2.40	9	(15)
Kansas	2.20	10	(5)
			n = 132

1. Sample of 132 contracts represents 93% of two-year sample of this study.

2. Based on a five point scale for which a score of "5" represents the strongest assertion of management rights.

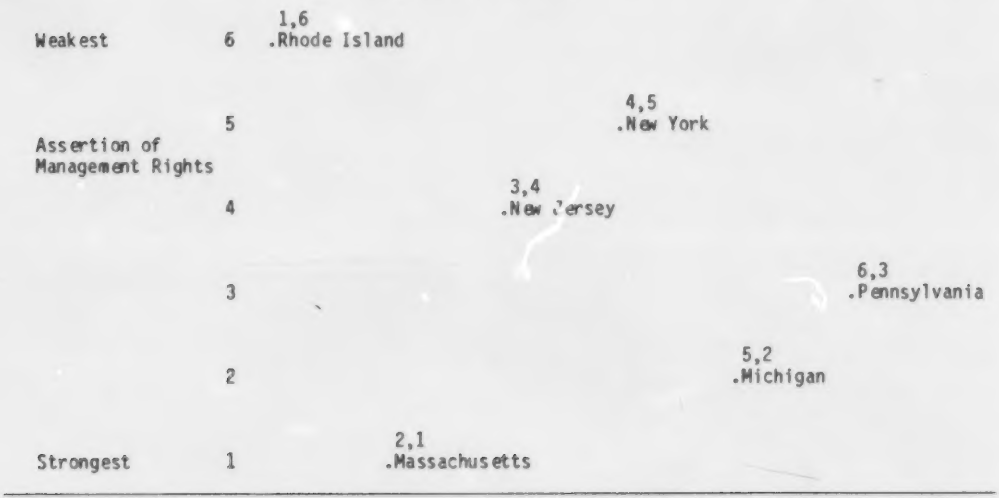
3. A rank of "1" indicates the state with the strongest assertion of management rights, and a rank of "10" indicates the weakest.

Figure I

RELATIONSHIP BETWEEN STRENGTH OF FACULTY

ASSOCIATION INFLUENCE AND ASSERTION OF MANAGEMENT RIGHTS[1]

Four-Year Contracts



1. Based on the rankings of the various states on these dimensions.

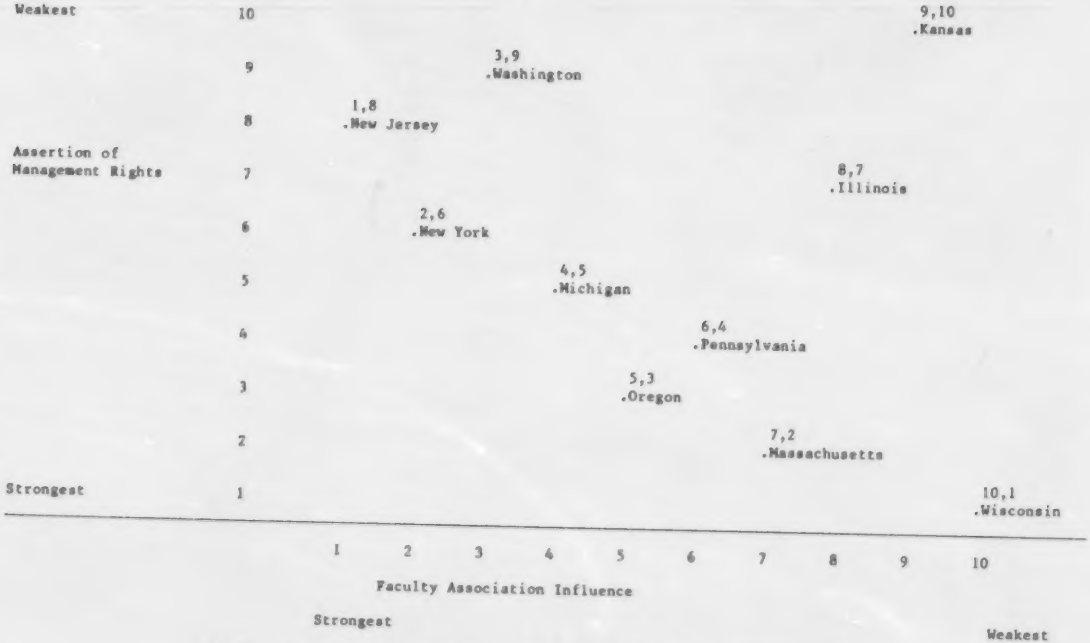
Figure II

RELATIONSHIP BETWEEN STRENGTH OF

FACULTY ASSOCIATION INFLUENCE AND ASSERTION OF

MANAGEMENT RIGHTS[1]

Two-Year Contracts



1. Based on the rankings of the various states on these dimensions.

CHAPTER V

SUMMARY and CONCLUSION

The Problem Reviewed

We initiated this research to develop an understanding of what is happening in academic collective bargaining. We found that it is impossible to comprehend this field without structuring the problem in terms of rights issues. Complex rights issues are endemic to the faculty-administration relationship. This type of bargaining does not begin in the industrial fashion with one party in possession of a fund of rights which the other party attempts to take away. As we have seen, both parties come to the negotiating table with their separate but overlapping bundles of rights. Each claims jurisdiction over similar prerogatives, functions and duties.

In Chapters I and II we quoted the bleak predictions of those who maintain that collective bargaining will cause the administration to lose its right to manage. We also noted the pessimistic views of those who forecast that faculties will surrender their traditional prerogatives for union-type gains. Thus, we observed that there was a great deal of excitement about these rights issues, but we found relatively few facts upon which to base judgments. Many of the surveys of attitudes which have dominated the field have not served to predict behavior.

To make what we felt was a needed contribution, we selected a research strategy that would produce concrete data and permit systematic analysis. We developed a method for analyzing and coding faculty contracts in order to measure the extent of assertion of administration rights and the extent of assertion of faculty rights with regard to selected managerial areas. We also tested our faculty and administration rights measures against a number of independent variables in order to seek an explanation for the results we obtained. An interview survey supplemented the contract analysis, but the basic contribution is the scaling and analysis of

such a large group of contracts.

We recognize that a contract-based study has limitations. Contractual language and actual implementation thereof are not the same thing. However, the contract is the "bottom line." When a relevant situation arises, the contract can always be called upon to govern it. For instance, faculty members at a small private liberal arts college in New England unhappily found that if criteria for layoff are stated in the retrenchment clause, they can be implemented, and an arbitrator may well uphold the administration's action.

As a result of this study, we have reached the conclusion that contract analysis is a valuable but often neglected research tool.

The time-consuming, detailed contract scaling process and the relatively speedy computerized data analysis that followed it produced some unexpected results.

The Findings

Extent of Faculty Association Assertion of Rights

Our contract analysis revealed only modest inroads into decisions in the administrative and personnel areas. By and large faculties were incorporating existing governance mechanisms into the contract. This is illustrated by the specification of stringent scholarly controls on tenure, appointment, promotion and nonrenewal. Contrary to often heard predictions, faculty unions did not put an end to probationary periods, academic judgment or merit pay. Unionized faculties apparently viewed collective bargaining as a means for incorporating their traditional rights into a contract. The formal document served to explicitly outline the customary and sometimes vaguely defined pre-bargaining procedures for consultation on matters such as movement in rank. Apparently faculties were negotiating present governance structures into contracts because they viewed collective bargaining not as a mechanism for asserting new rights but rather as a mechanism

for protecting existing rights and status.

The data reflect the above observations. In no instance is the highest scaled mean for the assertion of faculty rights in any of the six decision areas above 3.5, a figure which suggests little more than consultation rights. Faculty "takeover" plans such as those quoted in Chapter III clearly were more often rhetoric than reality.

Extent of Assertion of Management Rights

The data on the assertion of management rights revealed results similar to those for the faculty. The scaled means for the management rights clause were 3.1 for the four year agreements and 2.8 in the two year, figures which reflect only a modest overall degree of assertion. Thus, the managerial attitudes expressed in Chapter III seldom have been translated into contractual language. Administrators appeared to be joining faculty members in placing their traditional bundle of rights in the contract.

Patterns of Faculty Influence

Going beyond the overall scores, our data revealed some very interesting differences concerning faculty penetration into the various areas.

Faculties had difficulty in moving beyond the traditional concerns of their craft. Gains in the two administrative areas, long range planning and retrenchment, were truly modest. Still, long range planning was mentioned widely. Sixty-five per cent of the contracts contained some language. Thus, a beach head has been established. Because retrenchment has a direct effect on faculty employment, this issue was mentioned somewhat more frequently. There appeared to be a real two year college push on this matter. Considering these faculties' general lack of voice in administrative decisions, even their modest achievements could be regarded as a real advance.

As indicated in our historical review in Chapter

II, faculty members have a long tradition of rights in the personnel area. Thus, one would anticipate contractual affirmation of faculty rights greater than that recorded for the two administrative decisions, and this was the case.

Of the four personnel areas, tenure proved to be the most important, especially in the four year schools in which it earned the highest mean score. Promotion ranked second and registered the strongest gains in the two year sector. Faculty associations appeared to emphasize and to be best able to control decisions concerning advancement on the job. The administration retained more fully its rights to make appointment and nonrenewal decisions.

There was no evidence that faculty associations were trading off one right in these six areas for another. Our data analysis indicated, at a highly significant level, that when these organizations attained strong rights guarantees, they won them across the board. Conversely, an association that lacked strong rights in one area, lacked strong rights in all.

There are two issues that we must address concerning the gains in faculty voice that we observed. We have said that they were modest, and this raises the question of another kind of tradeoff. Do the modest achievements in voice reflect a priority on economic gains? A major study of secondary school contracts indicated that there seldom have been tradeoffs between economic and noneconomic items.[1] We also found that rights issues have a high priority in academia. There was no evidence that rights were being traded for money, although this is commonly believed to be true. Some of the quotes in Chapter III reflect this feeling.

A second issue concerns a familiar argument. Would faculties who formed unions have gotten the rights they gained without organizing? We know that employee participation in decision-making is a growing trend. Professionals especially have come to expect a voice in decisions that affect them. Adler questions the validity of saying that faculty

associations have made any gains at all. He brings forth data showing that organized and unorganized faculties have about equal voice in selected personnel and administrative areas.[2] Of course, one can always raise the issue of the unionized sector's influence on the nonunion. However, the real difference between the organized and unorganized lies in the source of the voice that has been gained. Placing these rights in the contract definitely moves them into the faculty association's camp.

Relation between Extent of Rights Assertion and the Institutional and Demographic Variables

The reader of Chapter IV surely must have observed some recurrent patterns. Certain institutional and demographic variables were frequently associated with strong assertion of rights and others with weak. Among these variables, size was the most significant and region was second. Affiliation and institutional type were less clearly related.

Interestingly, the relationship between our independent variables and strength of faculty rights was more pronounced in the two year sector than in the four year. This finding seems to indicate that in the more complex four year institutions the determinants of bargaining gains are also more complex.

In the four year sector, faculties established the strongest controls in eastern public and private schools. Region was the most important predictor of personnel decision rights for tenure, promotion and nonrenewal, but in the case of appointment, size was positively associated with greater faculty control. In the two year sector, contract clauses giving faculty members stronger voice were associated with colleges in the east and west in which enrollment and faculty size were large.

Large public schools in the east may seem to occupy one extreme on the faculty rights scale and small public two or four year schools in the midwest, the other. However, there are many

nonquantifiable or less general variables that may serve to upset such predictions in a particular case, e.g., leadership quality or the political support for unions in a given community.

The Agent

The relationships of faculty rights gains to the identity of the bargaining agent is a matter of considerable interest and speculation. Some are considered powerful and others relatively weak. However, these generalized reputations serve to cloak substantial variations in performance. While some agents were more clearly associated with strong rights language than were others, their performance varied a great deal from one set of institutions to another. It appeared that institutional and demographic variables served to inhibit or promote the interests of particular agents on particular campuses. In many cases, then, the identity of the bargaining agent mattered less than the region, affiliation or enrollment of the institution in question as well as its status as either a four year or a two year school.

The Contrast between Two Year and Four Year Schools.

The contrast between two year and four year faculty rights achievements deserves comment. The two year means are lower for every area, but in judging actual gains, one has to recognize that pre-bargaining faculty rights in two year colleges were much weaker than those in four year institutions. Are we then looking at two quite different sets of rights gains? After collective bargaining began, the four year sector was occupied with placing existing rights in the contract while the two year sector, using the four year as a model, was attempting to gain such rights for the first time.

Our data gave indications that relations in the two year sector were more polarized. Perhaps the above facts provide the explanation. Two quite different rights battles are taking place. In the four year sector, the administration and the

faculty are sorting out their respective rights, while in the two year, the faculty association is starting to chip away at a bundle of rights formerly securely held by the administration. The higher assertion of management rights mean score in the four year sector may well reflect the efforts of administrators to bargain back some of the rights that were weakened by pre-bargaining shared authority.

States with Extensive Bargaining

We presented a special section on data for the states in which extensive faculty bargaining centered. These data revealed an inverse relationship between extent of faculty rights and extent of administration rights in the two year sector, but not in the four year. This finding may reflect once again what we perceived to be a greater polarization in the two year sector.

Interestingly, this analysis also revealed that within the same state the two year and four year sectors can behave differently. For instance, a state may rank relatively high on extent of faculty rights in the two year sector and relatively low in the four year sector and vice versa. These differences probably reflect for the four year schools, the relative strength of the public and private sectors, and for the two year group the support or lack of support of strong unions in the primary and secondary schools.

Sharing Authority: Managerial Attitudes and Strategies

This research emphasized analysis of the contracts produced by the parties. In addition, we made an in-depth interview survey to determine two things: 1) how the parties viewed the rights sharing that was occurring via collective bargaining, and 2) if and how the administrative process was changing as a result of this kind of sharing.

In response to our question about which

administrative and personnel decisions should not be shared with the faculty association, administrators expressed rather strong resistance to association participation in these decisions. Even relatively modest contractual provisions caused concern because it was felt that it would be difficult to effectively limit further inroads.

Administrators generally were tolerant of sharing the bread and butter aspects of collective bargaining with the association, items which involve no debate over principle. With regard to decisions they positively would like to share, a number of administrators said they would welcome contractual provision for the association's policing of its members' performance, but the enthusiasm was not mutual.

Some institutions have been wracked with fierce struggles over which decision areas should and which should not be shared. In asking how such major rights battles arose, we discovered that the main cause appeared to be structural in nature. We were able to identify three structural problems that frequently served to promote confrontations. Parties involved in various types of structural imbalance need to have an awareness that these imbalances may be the cause of debilitating rights issues.

We found that the entire administrative process, including strategy formation, decision-making and management style, has been profoundly affected by the coming of collective bargaining. Administrators agreed that the placing of administrative and personnel matters in the agreement had made the decision-making process more complex and more time-consuming. On the positive side some felt that institutional management has improved as a result of having to face the test of collective bargaining.

Anticipating an onrush of association pressures, administrators appeared to be moving toward nonbargaining strategies to maintain their decision rights. Popular strategies centered on

restructuring and reorganizing to achieve more politically manageable units and greater control. As a matter of fact a range of management strategies emerged. Those who selected nonbargaining approaches engaged in what we called the "Run Past Them" strategy designed to alter opportunities for association control. Others established a policy of toughening up at the bargaining table. Some aimed at recouping lost rights by refusing to give anything without receiving something in return. Others simply determined to hold the line defensively. However, the aggressive overtones in all of these strategies foretell a promising future for rights issues.

Our interview study reported views about the sharing of authority which were often quite extreme. When the parties discussed their situation, they frequently seemed agitated. The results of the contract analysis were mild by comparison. We have noted that this problem seems to be endemic to interview based studies of academic collective bargaining. Is rhetoric simply inherently stronger than reality---or are these views a forewarning of things to come? It is our belief that the future could resemble either the rhetoric or the present reality. The administration's approach to the basically craft-type orientation of the professoriate will be a crucial factor. This craft-type orientation will be described in the model that follows.

The Model

The conflict over faculty and administration rights in the 1970's is an extension of an on-going debate that began at the turn of the century. There has never been a consensus concerning the proper role, duties and rights of faculty and administration in the American college and university. Although institutional charters vested absolute authority in the Board of Trustees, the noted authors of pioneering works on university administration were quick to concede that the faculty would, by necessity, have a great deal to say about the running of the institution. In times

past the degree to which the faculty exercised decision-making authority varied widely. Many internal and external variables shaped the relationship between the president and the professoriate. However, the limits of faculty influence or of professorial voice in administrative affairs were never clearly defined. Both faculty and administration claimed jurisdiction over similar prerogatives. This phenomenon lies at the core of all rights controversies in higher education.

The historical roots of faculty-administration relations in the United states can tell us a great deal about the events we observe today. Those who have not heeded the lessons of the past often seem to draw their generalizations about faculty unionism from what appears to be an approximation of the industrial model.

A picture emerges of faculty members whose decisions have become totally guided by principles such as seniority and union solidarity. Yet our research has shown that faculty associations are placing in the contract traditional professional values and associated rights.

A craft union is a self-governing body that exercises labor market controls over its particular activity. It takes responsibility for selecting, training and evaluating its members and controlling their movement on the career ladder. The craft sets its own work rules and defines its jurisdiction as the work which belongs exclusively to its members. These are the craft union's rights. Those who traditionally deal with members of a given craft count on them to both manage and perform their work. In addition, traditional craft unions often participate with management in joint study committees for work-related problems.

We have seen the professoriate evolve from generalists to specialists. As noted in Chapter II, this has been a marked trend in the profession. As they became specialists, professors developed their craft-like principles. As a matter of fact, colleges and universities, especially in the four

year sector have relied on professors to manage their craft concerns, and as they have done this, professors have developed rights that stemmed from this activity.

Craftsmen who work on project-type tasks usually have the freedom to run their affairs autonomously. The contractor for whom they work counts on this. However, when craftsmen work in institutions, as most professors do, the relationship with the administrators who head the institution poses some problems. The cause of these problems is frequently misstated. Observers anticipate a clash of viewpoints because the craft orientation is often contrasted with that of the bureaucrat. In reality, there are some marked similarities between craftsman and bureaucrats. Both stress universal standards, specialization and evaluation of competence on the basis of performance. Conflicts arise not because of the differences but because of the similarities.

As professorial specialists appeared, they soon confronted another emerging group of specialists, the academic administrators, who claimed responsiblity for some of the same functions. The inevitable jurisdictional disputes arose. Professors organized to defend and assert their rights. Rumblings about the need for protessors' unions were heard in the early 1900's, but no action followed. However, as favorable changes took place in the environment, professors organized to defend and assert their rights. Unionization was a logical result of their craft orientation. Assertion of craft rights was the real stimulus for organization. Economic issues clearly were not the primary cause. This is precisely why rights issues are so salient to academic collective bargaining.

We have concluded that the craft union model is consistent with traditional professorial orientation toward the workplace. The model fits the four year sector more adequately than the two year. However, the two year sector holds the four year as a model and has been moving in that direction.

If we accept the craft model as the best representation of faculty bargaining, the oft-heard debate about professionalism vs. unionism becomes meaningless. If we mean by unionism, seniority determined work rights, uniform procedures and policies in the workplace and collective security, then there is an obvious conflict with professional values. However, the above is the industrial model of unionism, not the craft.

As craft-type unionists, professors have been negotiating into contracts provisions that reflect the professional-craft orientation. For example, contracts do not specify standardized personnel policies nor do they dispense with traditional academic criteria used to assess intellectual quality.

The great emphasis on moving strong tenure language into the contract also affirms the craft approach. The traditional argument for tenure is based on its support of academic freedom. But for the professorial craft group, tenure is the keystone of the craft's existence. Through the tenuring process traditional craft controls can be exercised. It is the equivalent of the hiring hall in the construction crafts. Without the tenuring process, the professor is merely an employee with direct relations to the administration. It is no accident that tenure received the highest mean score for faculty assertion of rights in the four year sector.

Other evidence of craft-type behavior is noted when units of law, dental, medical or allied health professionals break away from the university-wide faculty bargaining unit in order to maintain advantageous salary differentials or to control jurisdiction and employment procedures in professional schools.[3]

A number of hotly contested court cases have arisen which also affirm the reality of the craft model. A good example is the Yeshiva case.[4] In this dispute, the administration argued that faculty members, by managing the work of their craft, have rights as managers and therefore are excluded from asserting rights as union members.

The Future

What are the implications of the craft model for the rights issues of the future? We do not foresee any possibility that faculty associations will move away from this model and toward the industrial type.

Crafts are known to be flexible within their own groups but rigid in their external relations. They can be adaptable, but this is not one of their prime characteristics. If craft employment conditions and rights are provided for, the craft will concern itself with administering these.[5] But if they are tampered with, if, say, tenure systems are threatened, rigid reactions are apt to occur. The group may rise to defend its jurisdiction, and a great deal of nonproductive activity could take place. Crafts have the ability to participate well in the managerial process, but the relationship of a craft to the management with which it deals can become destructive if both parties focus on the defense of their respective rights to the neglect of the problem that both are trying to solve.

What, then, is the likely future of the faculty-administration or craft-bureaucrat relationship? In the next decade higher education will become increasingly product oriented. New clientele will be sought and new programs initiated in a competitive search for markets. Administrators will be pushing hard on matters the professoriate considers to be within its jurisdiction and rights. Given the predominantly craft style of faculty unionism and the nature of the prospective issues of the 1980's, a heated controversy over rights is almost certain.

On the basis of events thus far, we can predict that rights issues in the academic world will have a different history from those in industry. While it may not always be true, industrial issues tend to be fairly clear-cut. The parties test a matter and accept the result. Academic issues are tougher, more subjective. There is much more desire and opportunity to ask for clarification, to reopen

issues and retest them so that a matter need never come to a final conclusion. In the academic world, the rights issues of today most probably will live on as the rights issues of tomorrow.

1 Lorraine McDonnell and Anthony Pascal, Organized Teachers in American Schools, (Santa Monica, Ca.: The Rand Corporation, 1979), pp.58-59.

2 Dan L. Adler, Governance and Collective Bargaining in Four-Year Institutions, (Washington, D.C.: Academic Collective Bargaining Information Service, 1977), p.31.

3 Daniel J. Julius, and Margaret K. Chandler, "Professionalism and Unionism: The Case of the Professional Schools," paper presented at the American Educational Research Association, Toronto, Canada, April, 1978.

4 National Labor Relations Board vs. Yeshiva University, NLRB Nos. 78-857, 78-997, October, 1978.

5 Margaret K. Chandler, "Craft Bargaining," in John T. Dunlop and Neil W. Chamberlain, eds., Frontiers of Collective Bargaining, (New York: Harper & Row, Publishers, 1967), p.53.

APPENDIX A

THE VARIABLES

Independent Variables	Code Assigned
Region	East, Midwest, Central, West
Agent	AFT, AAUP, NEA, IND, Merger
Size (enrollment)	0-499, 500-999, 1000-4999,5000-9999, 10,000-19,999,20,000+
Affiliation	Public, Private
Faculty Size	0-49, 50-99, 100-149, 150-199,200-299, 300-499, 500-999, 1000+, not available
Institutional Type	Research Institutions I and II, Doctoral Granting I and II, Comprehensive Universities and Colleges I and II, Liberal Arts Colleges I and II, Specialized Institutions.

Dependent Variables	Code Assigned
Long Range Planning	1 to 5
Retrenchment	1 to 5
Promotion	1 to 5
Appointment	1 to 5
Nonrenewal	1 to 5
Tenure	1 to 5
Management Rights	1 to 5

APPENDIX B

CONTRACT SCALING CODES

Long Range Planning Clause

Scaling Code	Descriptive Criteria
1	No mention of clause found in contract.
2	If the administration or board was mandated to provide or make available to the union information the union might need for negotiation.
3	The degree to which the faculty association was involved in consultations (or the right to consult) with the administration or board regarding budget, finance, etc. Consultation rights.
4	Greater detail specifying faculty association rights in taking part in long range planning decisions. Guarantee of faculty association right to be involved in decisions regarding budget of university.
5	Association control over long range planning, or the faculty association's access to grievance machinery if its proposals are not heeded, or the extent to which the administration had to justify in writing rejection of association proposals on planning.

This clause was rarely found in a specific section of the contract. Instead, such information, appeared throughout the agreement. It was assumed that any clause that awarded the faculty access to

financial records and/or financial plans could limit the number of realistic offers the administration could make at the negotiating table. In many instances, the obligation to provide the association with such information (data that are often not known, unorganized or uncollected) puts an additional strain on the administration and limits bargaining maneuverability. The degree of faculty association access to such data, the extent to which the contract specified the kinds of data to be supplied, and the consequences for the administration if it did not provide proper information were taken into account in assigning codes.

The Retrenchment Clause

Scaling Code	Descriptive Criteria
1	No mention of clause found in contract.
2	Retrenchment mentioned with only one or two lines devoted to when, how, or why faculty could be laid off. Also falling in this category were contracts which enumerated specific faculty rights in the event of retrenchment, i.e., recall lists, use of seniority, transfer privileges, time of notice, etc.
3	Consultation with association on retrenchment policies and/or procedures. More elaborate listing of occupational safeguards and/or faculty rights in the event of retrenchment.
4	Greater faculty control over retrenchment policies and procedures, greater consultation rights, association has influence in the determination of the need to institute retrenchment.
5	Faculty control over retrenchment policies or specification of legal recourse if the recommendations of the association are not followed. Specified occupational safeguards in the event of retrenchment, i.e., transfer, recall seniority, etc.

Tenure, Promotion, Nonrenewal and Appointment Clauses

Scaling Code	Descriptive Criteria
1	No mention of clause found in contract.
2	Brief discussion of the topic but no mention of faculty rights and/or responsiblities in the determination or control of such policies.
3	Consultation with the administration on procedures and policies, joint committees, etc.
4	Greater faculty decision-making authority over these personnel issues. Specification of faculty rights re: committee decisions, peer evaluation; controls on administrators should they ignore faculty decisions; appeal procedures.
5	Faculty control over such personnel actions.

When assigning codes to various clauses, contractual language concerning the degree of association control over peer evaluation and other governance policies that could impinge upon mangement's authority, were taken into account. A distinction was made between nonrenewal of nontenured or probationary faculty and dismissal for cause. For the purpose of this study, cases involving the latter issue were not examined. Such

dismissal procedures usually appear in separate clauses in the contract.

Of great importance, especially when scaling promotion clauses, was the listing of criteria for advancement. If scholarly norms are the basis for advancement, then professionals who can assess such criteria have greater decision-making authority. Requirement of advanced degrees or publications for tenure limits managerial control in that people without such qualifications cannot be promoted in an arbitrary fashion. An important aspect of the clause was the presence or absence of a stipulation as to who was to assess the criteria: scholars or administrators.

When contracts simply stated that handbook policies on tenure, appointment, etc. were to be in effect, these statements were not accorded much weight. When such procedures were specified clauses were scaled at #2.

Management Rights Clause

Scaling Code	Descriptive Criteria
1	No mention of clause in the contract.
2	Reserved and/or retained rights given to the administration.
3	Rights to the fullest extent as authorized, however, no specific areas, duties or administrative responsibilities stated.
4	Greater detail concerning management prerogatives. Specific duties, rights, and responsibilities stated.
5	Detailed language giving management control over a wide variety of personnel policies and the supervision and control of all institutional policies.

Management rights clauses used in industrial contracts were compared to those found in higher education agreements.

APPENDIX C

THE INSTITUTIONS
Four-Year Institutions

Institution	Agent	Contract Expiration Date
*Adelphi University (NY)	AAUP	8/31/76
*Ashland College (OH)	AAUP	8/14/74
*Bard College (NY)	AAUP	6/30/74
*Bloomfield College (NJ)	AAUP	6/30/77
Boston State College (MA)	AFT	4/30/75
*Bryant College of Business Admin. (RI)	AFT	7/31/75
Central Michigan Univ. (MI)	NEA	6/30/77
City University of New York (NY)	NEA/AFT	8/31/75
*Columbia University College of Pharm. (NY)	AFT	6/30/76
*Detroit College of Business (MI)	NEA	8/31/74
*Dowling College (NY)	AAUP	8/31/75
Eastern Michigan Univ. (MI)	AAUP	8/31/76
*Fairleigh Dickinson Univ. (NJ)	AAUP	8/31/76
Ferris State College (MI)	NEA	6/30/75
Fitchburg State College (MA)	NEA	6/30/76
*Franklin Pierce College (NY)	AFT	9/01/75
*Hofstra University (NY)	AAUP	8/03/76
Jamestown College (ND)	NEA	8/31/75
*Layton School of Art and Design (WI)	AFT	8/14/74
Lincoln University (PA)	AAUP	6/30/75
*Long Island University (C.W. Post) (NY)	AAUP	6/30/75
*Long Island University (Brooklyn) (NY)	NEA/AFT	8/31/77
*Loretto Heights College (COL)	NEA	5/31/76
Lowell State College (MA)	AFT	6/30/76
Lowell Technical Institute (MA)	NEA	6/30/76
Massachusetts College of Art (MA)	AFT	6/30/75
*Monmouth College (NJ)	NEA	6/30/76
*Moore College of Art (PA)	AFT	5/31/76
Nebraska State College (NE)	NEA	6/30/75
New Jersey College of Med. and Dent. (NJ)	AAUP	6/30/75

APPENDIX C (continued)

Institution	Agent	Contract Expiration Date
New Jersey Institute of Technology (NJ)	Ind.	6/30/76
New Jersey State College System (NJ)	AFT	6/30/76
*New York Institute of Technology (NY)	AAUP	6/30/76
North Adams State College (MA)	NEA	6/30/76
Oakland University (MI)	AAUP	6/30/75
Penn. State College and Univ. System (PA)	NEA	8/31/77
*Polytechnic Institute of New York (NY)	AAUP	5/31/76
*Pratt Institute (NY)	NEA/AFT	8/31/75
*Regis College (CO)	AAUP	8/15/77
Rhode Island College (RI)	AFT	6/30/75
*Rider College (NJ)	AAUP	8/31/76
*Roger Williams College (RI)	NEA	6/30/75
Rutgers University (NJ)	AAUP	6/30/75
Saginaw Valley College (MI)	NEA	6/30/75
*St. Johns University (NY)	AAUP	6/77
Southeastern Massachusetts University (MA)	AFT	6/30/76
Southern Oregon State Coll. (OR)	NEA	6/30/77
State University of New York (NY)	NEA/AFT	6/30/76
Temple University (PA)	AAUP	6/30/76
*The Claremont Colleges (CA)	OPEIU	6/30/76
U.S. Merchant Marine Academy (NY)	NEA/AFT	1969
*University of Bridgeport (CT)	AAUP	8/31/75
University of Delaware (DE)	AAUP	6/30/75
University of Dubuque	NEA	8/11/76
University of Dubuque Seminary	NEA	8/31/76
University of Guam (GUAM)	AFT	3/21/76
University of Hawaii (HA)	NEA/AAUP	6/30/77
University of Rhode Island (RI)	AAUP	6/30/75
*University of Scranton (PA)	Ind.	8/31/74
*Wagner College (NY)	AAUP	8/31/77
Wayne State University (NI)	AAUP	6/30/76
Worcester State College (MA)	AFT	4/30/75
Youngstown State Univ. (OH)	NEA	6/30/75

APPENDIX C (continued)

Two-Year Institutions

Institution	Agent	Contract Expiration Date
Adirondack Comm. College (NY)	ACCF	8/31/74
Alpena Comm. College (MI)	NEA	8/18/74
Atlantic Comm. College (NJ)	NEA	6/30/76
Auburn Comm. College (NY)	ACCF	6/30/75
Bay de Noc Comm. College (MI)	NEA	8/20/75
Belleville Area College (IL)	AAUP	9/74
Bellevue Comm. College (WA)	NEA	9/03/77
Bergen Comm. College (NJ)	NEA	6/30/76
Big Bend Comm. College (WA)	NEA	6/75
Bristol Comm. college (WI)	AFT	6/30/73
Brookdale Comm. College (NJ)	NEA	6/30/76
Broome Comm. College (NY)	NEA/AFT	8/31/75
Bucks County Comm. Coll. (PA)	AFT	8/15/75
Burlington County College (NJ)	NEA	6/30/75
Butler County Comm. Jr. Coll.(KS)	NEA	7/31/75
Camden County College (NJ)	AFT	6/30/75
Centralia College (WA)	NEA	6/30/76
Charles Stewart Mott Comm. College (MI)	NEA	8/15/75
Chemeketa Comm. College (OR)	NEA	6/30/75
City Colleges of Chicago (IL)	AFT	6/30/75
City University of New York (NY)	NEA/AFT	8/31/75
Clackamus Comm. College (OR)	NEA	6/30/76
Clinton Comm. College (NY)	ACCF	8/31/76
College of Lake County (IL)	AFT	5/31/76
Columbia-Green Comm. Coll. (NY)	NEA/AFT	8/31/76
Comm. College of Allegheny County (PA)	AFT	8/25/77
Comm. College of Baltimore (MD)	AFT	6/30/75
Comm. College of Beaver County (PA)	NEA	8/31/74
Comm. College of Finger Lakes (NY)	ACCF	8/31/75
Comm. College of Philadelphia (PA)	AFT	8/31/75
County College of Morris (NJ)	Ind.	8/31/76
Cumberland County College (NJ)	NEA	6/30/76
Dutchess Comm. College (NY)	NEA/AFT	8/31/75

APPENDIX C (continued)

Institution	Agent	Contract Expiration Date
Eau Claire Technical Inst. (WI)	AFT	12/31/74
*Endicott Jr. College (MA)	NEA	9/01/76
Erie Comm. College (NY)	Ind.	12/31/72
Essex County College (NJ)	NEA	8/30/75
*Fairleigh Dickinson Univ. (NJ)	AAUP	8/31/76
Fashion Institute of Technology (NY)	NEA/AFT	8/31/75
Ft. Steilacoom Comm. College (WA)	NEA	6/75
Fox Valley Technical Inst. (WI)	NEA	8/30/75
Fultom Montgomery Comm. College (NY)	ACCF	8/31/76
Garden City Comm. Jr. College (KS)	NEA	6/75
Gateway Technical Inst. (WI)	NEA	6/30/75
Genesee Comm. College (NY)	ACCF	6/77
Glen Oaks Comm. College (MI)	NEA	8/21/75
Gloucester County Comm. College (NJ)	AFT	6/30/77
Gogebic Comm. College (MI)	NEA	8/24/74
*Grahm Junior College (MA)	AFT	6/30/75
Grand Rapids Junior College (MI)	Ind.	8/30/77
Green River Comm. College (WA)	AFT	6/30/74
Henry Ford Comm. College (MI)	AFT	8/31/75
Highland Comm. College (IL)	AFT	8/20/75
Highline Comm. College (WA)	NEA	7/01/75
Hillsborough Comm. College (FL)	NEA	9/17/75
Hudson Valley Comm. Coll. (NY)	ACCF	8/31/76
Hutchinson Comm. Jr. Coll. (KS)	NEA	6/30/75
Illinois Valley Comm. Coll. (IL)	AFT	8/76
Jackson Comm. College (MI)	NEA	8/01/75
Jamestown Comm. College (NY)	ACCF	8/31/75
Jefferson Comm. College (NY)	ACCF	8/31/75
Joliet Junior College (IL)	AFT	8/31/75
Kalamazoo Valley Comm. Coll.(MI)	NEA	8/15/75
K.C. Kansas Community Junior College (KS)	NEA	6/30/75
Kellogg Comm. College (MI))	NEA	8/15/74
Kirtland Comm. College (MI)	NEA	6/30/77
Labette Comm. Jr. College (KS)	NEA	6/75

APPENDIX C (continued)

Institution	Agent	Contract Expiration Date
Lakeland Comm. College (IL)	NEA	1/10/75
Lakeshore Technical Inst. (WI)	NEA	6/30/75
Lane Comm. College (OR)	NEA	6/30/77
Lansing Comm. College (MI)	NEA	9/14/75
Lehigh County Comm. Coll. (PA)	NEA	8/75
Lower Columbia College (WA)	NEA	6/30/75
Luzerne County Comm. Coll. (PA)	NEA	8/25/74
Macomb County Comm. Coll. (MI)	Ind.	8/19/77
Madison Area Tech. Coll. (WI)	AFT	6/30/75
Maine Vocational Tech. Institute (ME)	NEA	6/30/75
*Marymount College (VA)	NEA	5/30/76
Massasoit Comm. College (MA)	NEA	6/30/74
Mercer County Comm. Coll. (NJ)	NEA	6/30/76
Middlesex County Coll. (NJ)	AFT	6/30/76
Mid-Michigan Comm. Coll. (MI)	NEA	8/22/73
Mid-State Technical Inst. (WI)	NEA	8/25/75
Miles Community College (MI)	Ind.	1975
Milwaukee Area Tech. Coll. (WI)	AFT	6/30/75
Minnesota State Junior College System (MN)	NEA	6/30/75
Mohawk Valley Comm. Coll. (NY)	NEA/AFT	8/31/75
Monroe Comm. Coll. (NY)	NEA/AFT	8/31/76
Monroe County Comm. Coll. (MI)	NEA	6/30/75
Montcalm Comm. Coll. (MI)	NEA	8/15/75
Moraine Park Tech. Inst. (WI)	NEA	6/30/75
Moraine Valley Comm. Coll. (IL)	AFT	6/30/74
Morton College (IL)	AFT	8/31/73
Mt. Wachusett Comm. Coll. (MA)	NEA	6/30/75
Muskegon Comm. Coll. (MI)	NEA	8/13/74
Nassau County Comm. Coll. (NY)	NEA/AFT	8/31/74
Nassau County Comm. Coll. Adjuncts (NY)	NEA/AFT	8/31/76
Niagara County Comm. Coll. (NY)	Ind.	8/31/75
N.C. Technical Inst. (WI)	NEA	6/30/73
Northeast Wisconsin Tech. Institute (WI)	AFT	8/23/75
Oakland Comm. Coll. (MI)	NEA	8/31/75
Ocean County College (NJ)	NEA	8/31/75
Olympic College (WA)	NEA	6/30/76
Olympic Voc. Tech. Inst. (WA)	NEA	5/08/77

APPENDIX C (continued)

Institution	Agent	Contract Expiration Date
Onondaga Comm. Coll. (NY)	NEA/AFT	8/31/74
Orange County Comm. Coll. (NY)	ACCF	8/31/76
Passaic County Comm. Coll. (NJ)	NEA	6/30/76
Protland Comm. Coll. (OR)	AFT	6/30/77
Prairie State College (IL)	AFT	6/75
Rhode Island Jr. Coll. (RI)	NEA	6/30/75
Rockland Comm. Coll. (NY)	NEA/AFT	8/31/75
St. Clare County Comm. Coll.(MI)	NEA	8/74
Sauk Valley College (IL)	NEA	6/30/76
Schenectady County Comm. College (NY)	ACCF	8/31/75
School Craft Comm. Coll. (MI)	NEA	8/23/76
Seattle Comm. Coll. (WA)	AFT	6/15/74
Shoreline Comm. Coll. (WA)	AFT	6/30/75
Skagit Valley Coll. (WA)	NEA	6/30/74
Somerset County Coll. (NJ)	AFT	8/24/75
Southwestern Michigan Coll.(MI)	NEA	6/75
Southwestern Oregon Comm. Coll. (OR)	AFT	6/30/76
State University of NY (NY)	NEA/AFT	6/30/76
Suffolk County Comm. Coll. (NY)	NEA/AFT	8/31/74
Tacoma Comm. Coll. (WA)	AFT	8/30/75
Thornton Comm. Coll. (IL)	AFT	8/75
Triton College (IL)	Ind.	6/30/75
Ulster County Comm. Coll. (NY)	ACCF	8/31/76
*Union College (NJ)	AAUP	8/31/77
University of Alaska (AL)	AFT	6/30/76
University of Hawaii (HA)	NEA/AAUP	6/30/77
Washington Tech. Inst. (D.C.)	AFT	9/15/73
Washtenaw Comm. Coll. (MI)	NEA	8/31/75
Waubonsee Comm. Coll. (IL)	AFT	6/10/75
Waukesha County Tech. Inst.(WI)	NEA	7/31/74
Wayne County Comm. Coll. (MI)	AFT	8/31/74
Wenatchee Valley Coll. (WA)	NEA	4/75
Westchester Comm. Coll. (NY)	NEA/AFT	8/31/76
Western Wisconsin Tech. Inst.(WI)	Ind.	6/30/75
Westmoreland County Comm. Coll. (PA)	NEA	8/31/76
Westshore Comm. Coll. (MI)	Ind.	5/31/75
Williamsport Area Comm. Coll.(PA)	NEA	6/30/75
Yakima Valley Coll. (WA)	AFT	6/75

APPENDIX D

THE AGENTS

The American Federation of Teachers

In senior colleges the AFT is associated with large comprehensive public institutions in the east. This agent is seldom selected by professors at liberal arts colleges. In the two-year sector the AFT is identified with larger enrollments and larger faculty size throughout the nation.

The National Education Association

An equal number of faculties in public and private four-year institutions have chosen the NEA to represent them. This organization tends to be selected by faculties in comprehensive schools in the east and mid-west. The NEA also is found in smaller community colleges in the mid-western and central states.

The American Association of University Professors

The AAUP is usually the agent elected by faculties in larger prestigious public and private schools in the east. Faculties in selective liberal arts colleges and private two-year schools also choose the AAUP.

Independent Agents

In senior colleges the independent agents are located primarily in specialized public schools. Often these institutions are of medium size and located in the east. Two-year faculties who elect independent agents are generally located in larger eastern institutions.

Mergers

Coalitions of bargaining agents are found in very large four-year and two-year institutions in the east. Mergers are also found in private comprehensive colleges with smaller enrollments.

BIBLIOGRAPHY

AAUP Policy Documents and Reports (Washington, D.C.. American Association of University Professors, 1977).

A Classification of Institutions of Higher Education. A Technical Report Sponsored by the Carnegie Commission on Higher Education. New York: McGraw-Hill Book Company, 1973.

Adler, Daniel. Governance and Collective Bargaining in Four-Year Institutions, 1970-77. Washington, D.C.: Academic Collective Bargaining Information Service, 1978.

Angell, George W. "Management Prerogatives and Faculty Rights." The Journal of Higher Education 49 (3) (May/June 1978):283-293

Angell, George W., and Edward P. Kelley and Associates. Handbook of Faculty Bargaining. San Francisco: Jossey-Bass Publishers, 1977.

Bairstow, Francis. "Crossroads in Bargaining--Where Are the Professional Unions, Now?" Journal of Collective Negotiations in the Public Sector 2 (Fall 1973):351-358.

Bakke, Wight, and Clark Kerr. Unions, Management and the Public. New York: Harcourt, Brace and Company, 1948.

Baldridge, J. Victor, and Frank R. Kemerer. "The Academic Senate and Collective Bargaining." Journal of Higher Education 47 (July/August 1976):391-411.

Baratz, Morton. "Shared Authority on Campus." Educational Record (Summer 1978):169-170.

Basic Patterns in Union Contracts. Washington, D.C.: Bureau of National Affairs, Inc., 1971.

Begin, James P. "Statutory Definitions of the Scope of Negotiations: The Implications for Traditional Faculty Governance." The Journal of Higher Education 49 (May/June 1978):247-260.

Begin, James P.: Settle, Theodore C.; and Paula Alexander. Academics On Strike. New Brunswick, N.J.: Institute of Management and Labor Relations, Rutgers University, 1975.

Benewitz, Maurice, ed. Proceedings, First Annual Conference. New York: National Center for the Study of Collective Bargaining in Higher Education, Baruch College, CUNY. 1973.

Birnbaum, Robert. "Compensation and Academic Bargaining: New Findings and New Directions." Paper presented to the Fifth Annual Conference of the National Center for the Study of Collective Bargaining in Higher Education, New York City, April 1977.

Boyd, William B. "Collective Bargaining in Academe: Causes and Consequences." In Labor Relations in Higher Education. New York: Practicing Law Institute, 1972.

Brick, Michael. Forum and Focus for the Junior College Movement. New York: Community College Center, Teachers College, Columbia University, 1964.

Byse, Clark, and L. Joughin. Tenure in American Higher Education: Plans, Practices and the Law. Ithaca, N.Y.: Cornell University Press, 1959.

Chamberlain, Neil. The Unions Challenge to Management Control. New York: Harper and Row Publishers, 1948.

Chandler, Margaret K. Management Rights and Union Interests. New York: McGraw-Hill Book Company, 1964.

_____. "Management Rights Issues in Collective Bargaining in Higher Education." In Proceedings, Third Annual Conference. New York: National Center for the Study of Collective Bargaining in Higher Education, CUNY, 1975.

_____. "Extent of Union Influence" in Milton Derber and others, Labor-Management Relations in Illini City, Vol. II (Champaign, Ill.: University of Illinois, 1954).

_____. "Craft Bargaining." In John T. Dunlop and Neil W. Chamberlain, eds. Frontiers of Collective Bargaining. New York: Harper and Row, Publishers, 1967.

Chandler, Margaret K.; Julius, Daniel J.; and Thomas M. Mannix. Is Institutional Prestige the Key Variable in Faculty Collective Bargaining. Special Report #31, Academic Collective Bargaining Information Service. Washington, D.C.: Academic Collective Bargaining Information Service, June 1977.

Callahan, Raymond E. Education and the Cult of Efficiency. Chicago: The University of Chicago Press, 1962.

Cattell, J. M. University Control. New York: The Science Press, 1913.

Corson, John J. Governance of Colleges and Universities. New York: McGraw-Hill, 1960.

Douglas, Joel M. "The Impact of Collective Bargaining on Governance." PERS Information Bulletin 2(January-February, 1979):3-6.

Dunlop, John T. Industrial Relations Systems. New York: Henry Holt, 1958.

Eliot, Charles W. Educational Reform New York: The Century Company, 1898.

_____. University Administration. Boston: Houghton Mifflin Company, 1908.

Ernst, Richard J., Ed. "Adjusting to Collective Bargaining." New Directions for Community Colleges 11 (Autumn 1975):2-99.

"Faculty Participation in Academic Governance." Washington, D.C.: American Association of Higher Education, 1967.

Fields, Ralph R. The Community College Movement. New York: McGraw-Hill Book Company, 1962.

Finkin, Matthew W.; Goldstein, Robert A.; and Woodley B. Osborne. A Primer on Collective Bargaining for College and University Faculty. Washington, D.C.: American Association of University Professors, 1975.

Flexner, Abraham. Universities: American, English, German. New York: Oxford University Press, 1930.

Garbarino, Joseph W., in association with Bill Aussieker. Faculty Bargaining: Change and Conflict. New York: McGraw-Hill Book Company, 1975.

Gee, Elwood Gordon. An Examination and Analysis of State Public Employment Statutes with Recommendations for Statutory Treatment of Institutions of Higher Education. Ed.D. dissertation, Teachers College, Columbia University, 1972.

Gilman, Daniel C. "The Launching of an American University." Scribner's Magazine 31 (1902): 327-331.

Greenbaum, Marcia L., and Donald E. Cullen. Management Rights and Collective Bargaining. Bulletin No. 58. Ithaca, N.Y.: New York State School of Industrial and Labor Relations, Cornell University, 1970.

Hankin, Joseph N. Planning and Organizing for College Negotiations in Community and Junior Colleges. Washington, D.C.: American Association for Community and Junior Colleges, 1977.

_____. State Legislation and the Status of Collective Bargaining in Community and Junior Colleges, 1976. Special Report #28. Washington, D.C.: Academic Collective Bargaining Information Service, 1976.

_____. "The Strategy and Tactics of Collective Bargaining." In Collective Negotiations in Higher Education, Michael Brick, ed. New York: Community College Center, Teachers College, Columbia University, 1973.

Hawkins, Hugh. The Emerging University and Industrial America. Lexington, Mass.: D.C. Heath and Company, 1970.

Hodgkinson, Harold L. Institutions in Transition. New York: McGraw-Hill Book Company, 1975.

Jastrow, Joseph. "The Academic Career as Affected by Administrators." Science 23 (1906):546-568.

Julius, Daniel J. "The Retrenchment Clause in Higher Education Contracts." Mimeograph, National Center for the Study of Collective Bargaining in Higher Education, Baruch College, CUNY, n.d.

_____. "Collective Bargaining in Higher Education: The First Decade." Research Currents, ERIC Clearinghouse on Higher Education (November 1977):1-4.

_____. Higher Education Collective Bargaining: Other Than Faculty Personnel. Volumes I and II. New York: The National Center for the Study of Collective Bargaining in Higher Education, Baruch College, City University of New York. 1974 and 1975.

_____. Management Rights and Union Interests in Higher Education: An Analysis of a Nationwide Sample of Collective Bargaining Agreements Negotiated in American Colleges and Universities Ed.D. Dissertation, Teachers College, Columbia University, 1979.

Julius, Daniel J., and Margaret K. Chandler. "Professionalism and Unionism: The Case of the Professional Schools." Paper presented at the American Educational Research Association, Toronto, Canada, April 1978.

Keast, W. R., and J. W. Macy, Chairmen. Faculty Tenure. San Francisco, Ca.: Jossey-Bass Publishers, 1973.

Kemerer, Frank R., and J. Victor Baldridge. Unions On Campus. San Francisco, Ca.: Jossey-Bass Publishers, 1975.

Kerr, Clark. "Industrial Relations and University Relations." Proceedings of the Twenty-First Annual Winter Meeting. Madison, Wisconsin: Industrial Relations Research Association, 1969.

Ladd, E. C. Jr., and S. M. Lipset. Professsors, Unions and American Higher Education. Berkeley, Ca.: The Carnegie Commission on Higher Education, 1973.

Lazarsfeld, Paul F., and Wagner Thielens, Jr. The Academic Mind. Glencoe, Ill.: The Free Press, 1958.

Lens, Sidney. Radicalism in America. New York: Thomas Y. Crowell, Inc., 1966.

Leslie, David W. Conflict and Collective Bargaining. ERIC/Higher Education Research Report No. 9. Washington, D.C.: The American Association for Higher Education, 1975.

Lewin, David, Peter Feuille and Thomas A. Kochan, eds. Public Sector Labor Relations: Analysis and Readings. New York: Thomas Horton and Daughters, 1977.

Lowenthal, Alfred, and Robert Nielsen. "Bargaining for Academic Democracy." Washington, D.C.: Colleges and Universities Department, American Federation of Teachers, 1976.

Managements Rights and Union-Management Cooperation. Bulletin No. 1425-5. Washington, D.C.: U.S. Government Printing Office, 1966.

Mannix, Thomas M., "Community College Grievance Procedures: A Review of Contract Content in Ninety-Four Colleges." Journal of the College and University Personnel Association 25 (April 1974): 23-40.

_____, ed. Collective Bargaining in Higher Education. Proceedings Second Annual Conference. New York: National Center for the Study of Collective Bargaining in Higher Education, Baruch College, CUNY, 1974.

McDonnell, Lorraine, and Anthony Pascal. Organized Teachers in American Schools (Santa Monica, Ca.: Rand Corporation, 1979).

Metzger, Walter P. Academic Freedom in the Age of the University. New York: Columbia University Press, 1955.

Morrison, Walbert. A Study of Community College Labor Union Cooperation and Labor Studies Certificate and Degree Programs. Ed.D. dissertation, Teachers College, Columbia University, forthcoming.

Mortimer, Kenneth P., and Gregory Lozier. "Collective Bargaining: Implications for Governance." In Insights Into Higher Education, Selected Readings, 1969-1973. Vol. I. University Park, Pa.: Center for the Study of Higher Education, The Pennsylvania State University, 1974.

Naples, Caesar J. "Collective Bargaining: Opportunities for 'Management.'" In J.H. Schuster, ed. New Directions for Higher Education: Encountering the Unionized University. San Francisco, Ca.: Jossey-Bass Publishers, 1974.

National Labor Relations Board v. Yeshiva University and Yeshiva University Faculty Association, NLRB Nos. 78-857, 78-997, October 1978.

Odewahn, Charles A., and Allan D. Spritzer. "Administrators' Attitudes Towards Faculty Unionism." Industrial Relations 15 (January 1976):206-216.

Parsons, Talcott, and Gerald Platt. The American University. Cambridge, Mass.: Harvard University Press, 1973.

Peterson, George E. The New England College in the Age of the University. Amherst, Mass.: Amherst College Press, 1964.

Pisapia, John R. "Professional Autonomy in Educational Institutions." Journal of Collective Negotiations in the Public Sector 4 (3) (1975): 241-251.

Rouke, Francis E., ad Glenn E. Brooks. The Managerial Revolution in Higher Education. Baltimore, Md.: The Johns Hopkins Press, 1966.

Ryor, John. "Who Killed Collegiality." Change Magazine 10 (June/July 1978):11-12.

Shanker, Albert. "Unionism Aids Higher Education." New York Teacher 19 (May 1978):5.

Slichter, Sumner H.; James J. Healy; and E. Robert Livernash. The Impact of Collective Bargaining on Management. Washington, D.C.: Brookings, 1960.

Sloan, Douglas. "The Higher Learning and Social Vision." Teachers College Record 79 (2) (1977):163-169.

Slosson, Edwin E. Great American Universities. New York: The Macmillan Company, 1910.

Statement on Financial Exigency and Staff Reduction. Washington, D.C.: Association of American Colleges, 1971.

Strauss, George. "Professionalism and Occupational Associations." Reprint No. 203. Institute of Industrial Relation, University of California, Berkeley.

Thwing, C. F. College Administration. New York: D. Appleton and Company, Inc., 1906.

Tice, Terrence N. Resources on Academic Bargaining and Governance. ERIC Clearinghouse on Higher Education, 1974.

Veysey, Laurence R. The Emergence of the American University. Chicago: The University of Chicago Press, 1965.

Walker, J. Malcolm, and John L. Lawler. "Collective Bargaining in Higher Education: Administrative Perspectives." Paper presented before the American Educational Research Association, Toronto, Canada, April 1978.

Walton, Richard E., and Robert B. McKersie. A Behavioral Theory of Labor Negotiations. New York: McGraw-Hill Book Company, 1965.

Wilensky, Harold L. "The Professionalization of Everyone." Report No. 242. Institute of Industrial Relations, University of California, Berkeley.

Young, Stanley. "The Question of Managerial Prerogatives." Industrial and Labor Relations Review 16 (2) (January 1963):240-253.

About the Authors

Margaret K. Chandler
Professor of Business
Graduate School of Business
Columbia University

B.A., 1942, M.A., 1944, Ph.D., 1948, University of Chicago. Professor, Institute of Labor and Industrial Relations, University of Illinois, 1947-1965. Visiting Fulbright Professor, Keio University, Tokyo, Japan, 1963-64. Professor, Columbia University 1965-present. Visiting Fulbright Professor, Central University for Planning and Statistics, Warsaw, Poland, 1974. Labor arbitrator, mediator, fact-finder. Experience with both private and public sectors, for American Arbitration Association and New Jersey Public Employment Relations Commission.

Received the McKinsey Award for the best book in the field of management in 1965 for *Management Rights and Union Interests*, McGraw-Hill Book Co., 1964, and again in 1972 for *Managing Large Systems*, Harper & Row, 1971. Other publications include: *Labor-Management Relations in Illini City*, Vols. I and II, University of Illinois, 1953 and 1954, and *Frontiers of Collective Bargaining* Harper & Row, 1967.

Daniel J. Julius, Ed.D.
Director, Personnel Services
Vermont State Colleges
Waterbury, Vermont

B.A., The Ohio State University, 1972, M.A., 1975; Ed.D., 1978, Teachers College, Columbia University.

Dr. Julius has been a Research Consultant at the National Center for the Study of Collective Bargaining in Higher Education, Baruch College, CUNY. He has worked as an administrative assistant and instructor at Teachers College and the Graduate School of Business at Columbia University. He was also affiliated with the Institute of Higher Education and Community College Center at Teachers College. In 1976-1977, he was selected as an International Fellow by the School of International Affairs at Columbia University. During 1978-1979, he worked as a Management Consultant for the firm of Boone, Young and Associates, New York City, where he specialized in the evaluation of federally funded manpower programs.

He is the co-author of four of the earliest annotated bibliographies on Collective Bargaining in Higher Education published by the NCSCBHE. He has had articles published in the *Higher Education Review* and ERIC Clearinghouse on Higher Education *Research Currents*.